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5 UNITED STATES DISTRICT COURT
6 WESTERN DISTRICT OF WASHINGTON
7 AT SEATTLE

8 IN RE: PHENYLPROPANOLAMINE (PPA)
9 PRODUCTS LIABILITY LITIGATION
10

11 This document relates to:

12 Park v. Chattem, Inc., et al.,
13 No. 02-755
14

MDL NO. 1407

MEMORANDUM AND ORDER

15 **I. Introduction**

16 This matter comes before the court on the joint motion of plaintiffs and defendant Chattem,
17 Inc. ("Chattem"), for approval of a proposed Class Action Settlement Agreement (the "Settlement")
18 and for certification of the Settlement class (the "Class") pursuant to Rule 23(b)(3) of the Federal
19 Rules of Civil Procedure ("the Joint Motion"). For the reasons discussed below, the court concludes
20 that the requirements of Federal Rule of Civil Procedure 23 have been satisfied, and that the
21 Settlement is fair, reasonable and adequate. Therefore, the court grants the Joint Motion, certifies the
22 settlement class, and approves the Settlement pursuant to Fed. R. Civ. P. 23(e).

23 **A. Background and Procedural History**

24 The Settlement involves Dexatrim® products containing phenylpropanolamine ("PPA") alleged
25 to have been ingested on or after December 21, 1998 ("Dexatrim® Products"). Chattem marketed
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1 Dexatrim® Products from December 21, 1998,¹ until Chattem withdrew the product from the market
2 in November 2000. The withdrawal of PPA-containing products from the market was precipitated by
3 Food & Drug Administration (“FDA”) concern about the results of a case-control study, the
4 Hemorrhagic Stroke Project (“HSP”), which suggested that the ingestion of PPA might be associated
5 with an increased risk of hemorrhagic stroke. Following publication of the HSP, plaintiffs throughout
6 the United States filed suit against Chattem and the other manufacturers of PPA-containing products,
7 alleging a variety of injuries stemming from the ingestion of PPA. Many of these cases have been
8 removed to federal court on the basis of diversity jurisdiction.

9 In August 2001, the Judicial Panel on Multidistrict Litigation consolidated and transferred all
10 pending federal PPA litigation to this court as Multidistrict Litigation (“MDL”) No. 1407. Since the
11 creation of MDL 1407, extensive fact discovery has been completed as to many MDL defendants,
12 including Chattem. Federal proceedings have been complemented by extensive activity in state courts,
13 including coordinated proceedings in California, New Jersey, Philadelphia and Texas. In addition to
14 overseeing the discovery process, this court has decided issues concerning the admissibility of
15 scientific evidence regarding PPA.² With the court now in the process of remanding MDL 1407 cases
16 to transferor courts for trial, the PPA claims against Chattem are mature and ripe for settlement.

20 ¹On December 21, 1998, Chattem purchased the Dexatrim® product line from Thompson
21 Medical Company, Inc. (“Thompson”). Thompson subsequently merged with The Delaco Company
22 (“Delaco”), which assumed Thompson’s liabilities. On February 12, 2004, Delaco filed a Petition for
23 Bankruptcy in United States Bankruptcy Court for the Southern District of New York. Although
Delaco is not party to this Settlement, it has reached a Memorandum of Understanding with the
plaintiffs that is very similar to the plaintiffs’ agreement with Chattem.

24 ²In early 2003, the court held a hearing regarding the admissibility of plaintiffs' expert opinions
25 as to general causation pursuant to Federal Rules of Evidence 702 and 703 and Daubert v. Merrell
26 Dow Pharms., Inc., 509 U.S. 579 (1993). The court heard several days of live testimony and
argument, and found that generic opinions that PPA can cause hemorrhagic and ischemic stroke are
admissible, but that opinions that PPA can cause cardiac, or certain other injuries, are not.

1 **B. Settlement Negotiations**

2 Beginning in December 2002, Chattem and a subcommittee of the MDL Plaintiffs' Steering
3 Committee (now "Class Counsel") began initial settlement negotiations. During these preliminary
4 discussions, Chattem and Class Counsel developed the concept of the uniform Dexatrim® Case
5 Scoring System and Matrix ("Matrix") to value each case. Over the next nine months, counsel refined
6 the Matrix and debated values, often engaging in heated negotiations. Eventually, the parties reached
7 an impasse, and agreed to hire John E. Keefe, a former New Jersey judge, to assist them in reaching
8 settlement. The considerable efforts of Judge Keefe, Chattem, and Class Counsel finally resulted in the
9 parties presenting the court with an executed Memorandum of Understanding on December 18, 2003,
10 and in public announcement of the Settlement by Chattem the following day. Over the next few
11 months, the parties hammered out the remaining details of the Settlement³ and the Settlement
12 Agreement (the "Agreement"). On April 13, 2004, the parties filed a motion for Preliminary Approval
13 of the Settlement. In an order dated April 23, 2004, the court preliminarily approved the Settlement
14 pending a fairness hearing, temporarily certified the Class pursuant to Rule 23(b)(3), and authorized
15 notice to be given to the Class.

16 **C. The Settlement**

17 **1. The Class**

18 Pursuant to the Agreement, the

19 'Settlement Class' shall mean all Dexatrim® Product Users who
20 sustained bodily injury on or after December 21, 1998 allegedly as
21 a result of his or her ingestion of a Dexatrim® Product, and their
22 associated Derivative Claimants and Representative Claimants. The
23 Settlement Class specifically includes Dexatrim® Product Users who
24 have or may have claims with respect to injuries not yet manifested,
 as well as those persons who seek medical monitoring for potential
 future injuries that have not yet manifested. The Settlement Class

25 ³During this period of time, Sidmak Laboratories, Inc. ("Sidmak") agreed to become part of
26 the Settlement. Sidmak executed an Amended Memorandum of Understanding on February 18, 2004,
and is a Released Party pursuant to Section 1.1(xx)(iii) of the Agreement. Sidmak has been acquired
by Pliva, a Croatian company.

1 shall expressly exclude any person or entity that entered into a
2 settlement with Chattem (which included a release) related to claims
3 arising out of the use of a Dexatrim® Product. The Settlement Class
4 shall also expressly exclude any individual (and their associated
5 Derivative Claimants and Representative Claimants) against whom
6 any court has entered judgment or dismissal with prejudice in an action
7 related to a Dexatrim® Product on or before the Preliminary Approval
8 Date, regardless of whether such judgment or dismissal is the subject
9 of a motion for reconsideration, motion to alter, amend or set aside the
10 judgment or similar motion; or an appeal.

11 Settlement Agreement, §1.1(bbb).

12 **2. Notice of Settlement**

13 Chattem and Class Counsel designed a notice procedure with the goal of providing actual
14 notice to all potential Class Members whose addresses were known or reasonably could be located,
15 and to provide publication notice to reach potential Class Members whose whereabouts were
16 unknown. To disseminate individual notice where feasible, Chattem's counsel mailed 504 individual
17 Notice Packets to known potential claimants. Chattem published advertisements to notify unknown
18 potential Class Members of the existence of the Settlement (the "Summary Notice"). The Summary
19 Notice appeared seven times in USA Today, and once in Parade Magazine. In addition, notice was
20 published in 31 regional newspapers between May 24, 2004 and June 22, 2004. The combined
21 national and regional newspaper advertisements reached a readership of roughly 150 million people,
22 and cost over \$500,000. In addition to the 504 Notice Packets initially mailed, the Claims
23 Administrator mailed 496 Notice Packets to persons who requested them by telephone, mail, or via a
24 website created by the Claims Administrator to facilitate the administration of the Settlement.

25 **3. Main Provisions of the Settlement Agreement**

26 In accordance with the Agreement, eligible Class Members receive payment from the Class
Benefit Fund and may also be eligible to receive payment from an Extraordinary Damages Fund. The
Class Benefit Fund provides compensation to each eligible Class Member ranging between \$100 and
\$5,000,000, depending on the type and severity of the injury claimed, the Class Member's age and

1 other liability and damages factors. Under the Matrix, claims of stroke and non-stroke injuries are
2 treated somewhat differently.

3 Hemorrhagic and ischemic stroke claims are subject to a comprehensive evaluation consisting
4 of four components: (1) product identification; (2) temporal relationship of ingestion to injury; (3)
5 liability and causation; and (4) damages. The Final Case Score is the sum of these separate elements,
6 and determines the Class Member's Matrix Level. A Class Member's base Settlement Compensation
7 (before adjustment) is determined based on the Matrix Level and the Class Member's age at the time of
8 the stroke.

9 In contrast, claims for non-stroke injuries are subjected to two threshold inquiries: product
10 identification and temporal relationship. If a cardiac injury claim, or other type of injury claim satisfies
11 both these inquiries, the claim is eligible for a base Settlement Compensation (before adjustment) of
12 between \$100 and \$2,000, depending on the Class Member's age at the time of injury. These
13 diminished settlement values reflect this court's ruling that evidence regarding cardiac, and several
14 other types of injuries is admissible. See Section I(A), fn. 2, above.

15 Base Settlement Compensation may be reduced in three circumstances: (1) where the Class
16 Member's injury is an ischemic (as opposed to a hemorrhagic) stroke;⁴ (2) where there is a defense
17 related to statute of limitations; and (3) where co-defendants are potentially liable for the plaintiff's
18 injuries.

19 In addition to receiving payment from the Benefit Fund, certain Class Members are eligible to
20 receive payment from the Extraordinary Damages Fund. This Fund exists to compensate Class
21 Members who have incurred more than \$250,000 in non-reimbursed economic damages.

24 ⁴The Settlement Compensation for a Class Member suffering from an ischemic stroke is
25 reduced by 15% as the result of a compromise based on this court's Daubert ruling that proof of
26 purported PPA-ischemic stroke association poses more difficult questions under Daubert than are
presented by proving a link between PPA and hemorrhagic stroke.

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2 **4. Claims Administration**

3 A Class Counsel Claims Coordinator, a Chattem Claims Coordinator and a third party Claims
4 Administrator will coordinate and administer the Settlement under the supervision of a Special Master.
5 To receive benefits, a Class Member must complete a Benefit Claim Form and, in certain
6 circumstances, a Supplemental Claim Form. Once a Class Member submits the required forms, the
7 Class Member (or their counsel) and the Chattem Claims Coordinator meet and confer to determine
8 the benefits the Class Member is entitled to receive under the Matrix. If, after meeting and conferring,
9 the Class Member and the Chattem Claims Coordinator are unable to agree on fair compensation, the
10 Class Member may either accept the Chattem Claims' Coordinator's benefit determination, or challenge
11 it within 30 days. If challenged, the matter will be decided in a binding arbitration by the Special
12 Master appointed by the court.⁵

13 Pursuant to Section 2.4 of the Agreement, Chattem was required to create the Initial Chattem
14 Settlement Trust (the “Trust”), and to fund any shortfall that might arise if its insurers failed to provide
15 their respective shares of the funding. By order dated April 13, 2004, this court directed Chattem to
16 fulfill its obligations, and Chattem complied by depositing \$60,885,000 into the Trust. Subsequently,
17 on April 23, 2004, the court issued a Writ of Attachment and took possession of the Trust for the
18 benefit of the Class.

19 **5. Opt-Outs**

20 The Settlement has an impressively high participation rate. According to Chattem and Class
21 Counsel, Chattem has received 387 claims, and only 16 Class Members have elected to opt out of the
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24 ⁵Pursuant to Section 4.2(i) of the Agreement, the losing party is required to pay a penalty of at
25 least \$10,000 of the cost of the arbitration to the Settlement Trust. However, Chattem and Class
26 Counsel since have consented to allow Judge Keefe the discretion to set the penalty on a case by case
basis, without regard to a minimum amount. See Section II(C)(4), below.

1 Settlement. Three objections to the Settlement were filed, one by nonsettling defendants, and two by
2 small groups of purported Class Members. See Sections I(A)-(F), below.

3 **6. Effect of the Settlement on Contingency Fee Agreements**

4 The Settlement does not alter contingency fee agreements entered into before December 21,
5 2003. However, attorneys who entered into contingency fee agreements after December 21, 2003, are
6 entitled only to reasonable fees for completing claim forms and for consulting with their clients, such
7 fees not to exceed 10% of the Plaintiff's Total Settlement Compensation, or \$10,000, whichever is
8 less.

9 **7. Contribution and Indemnity for Nonsettling Defendants**

10 The Agreement contains a release and dismissal of contribution and indemnity claims by
11 nonsettling defendants, and a bar order:

12 Consistent with the provisions of Article 8 of this Settlement Agreement,
13 the releases herein shall extinguish any claims for contribution and/or
 indemnification against Chattem or the other Released Parties.

14 Section 6.2 of the Agreement.

15 The parties hereby agree to request that the Court enter an order finding
16 this Settlement Agreement to be a good faith settlement and barring and
17 enjoining, to the extent permitted by applicable law, the commencement
18 and prosecution of any contribution and/or indemnification claim or action
19 by or on behalf of any . . . entity against Chattem or any other Released
20 Party for reimbursement for payments made or to be made to or on behalf
21 of any . . . Class Member for Dexatrim® Products Related claims, actions
22 or injuries[.]

23 Section 6.3 of the Agreement.

24 **7. Attorneys' Fees**

25 Case Management Order ("CMO") 8 was entered on July 9, 2002, and established the
26 Plaintiffs Litigation Expense Fund to compensate and reimburse the Plaintiffs' Steering Committee
("PSC") and other authorized attorneys for services performed and expenses incurred for the common
benefit of MDL plaintiffs. Pursuant to CMO 8, 4% of any amount paid in connection with the
settlement of a federal action associated with MDL 1407 must be paid into the MDL Fee and Cost

1 Account ("MDL Account"). Class Counsel filed a motion asking the court to modify CMO 8 to
2 increase the percentage paid into the MDL Account from 4% to 8% on amounts that are paid in this
3 Settlement. Class Counsel seek this modification in consideration of the effort put forth by the PSC
4 subcommittee to conceive of, and implement, the global settlement of Dexatrim claims in MDL 1407.
5 The court's ruling on this motion will be contained in a forthcoming order.

6 **8. Fairness Hearing**

7 On August 26, 2004, the court conducted a fairness hearing to determine whether the
8 proposed class should be certified, and whether the settlement was fair, adequate and reasonable. All
9 interested parties were afforded an opportunity to be heard.

10 **II. Discussion**

11 **A. Objectors**

12 Three groups filed objections to the Settlement and appeared at the fairness hearing. First, a
13 group calling themselves the "nonsettling defendants" submitted a limited objection to the Settlement
14 based on certain language in the bar order. The court overruled this objection in an order dated
15 October 26, 2004. This objection and the court's ruling are reviewed in Section II(C)(3), below.

16 In addition, two small groups of purported Class Members filed objections to the Settlement.
17 First, Mose Wiley, Arla Grathwohl, Judy Broadway and Joyce Waterman-Reynolds ("the Wiley
18 Objectors"), represented by Lewis Saul & Associates, filed an objection seeking discovery from Class
19 Counsel. These objectors contend that notice was inadequate, that the Class does not satisfy the
20 requirements of Rule 23, and that the terms of the Settlement are not fair, adequate and reasonable.
21 The court is satisfied that the Wiley Objectors are Class Members, and that their objection was timely
22 filed. These objections are addressed in relevant sections below.

23 The "Daunt Objectors" are a group of five persons: Sharon Daunt; Etrenda Davis; Phyllis
24 Clark; Victoria Collins; and Ophelia Hill. The Daunt Objectors were represented at the fairness hearing
25 by Jamie B. Mathey and Robert W. Bishop of Bishop & Associates, P.S.C. Chattem and Class
26 Counsel assert that the Daunt Objectors' objection is untimely. The court's April 23, 2004 order

1 stated that any objections to the Settlement “must be filed in this Court and served on all parties by
2 July 7, 2004.” The Daunt Objectors did not file an objection until July 12, 2004, when the court
3 received, via U.S. mail, a Notice of Intention to Appear at Fairness Hearing, and the Objections of
4 Sharon Daunt, Etrenda Davis, Phyllis Clark, Victoria Collins and Ophelia Hill to the Proposed Class
5 Action Settlement. Included in this mailing was an opt-out letter from Sharon Daunt. More untimely
6 filings trickled in from the Daunt Objectors over the coming weeks. On July 30, 2004, the court
7 received, via U.S. mail, the Objectors’ Motion for an Order Allowing them to File Their Letters of
8 Signs and Symptoms Out of Time (which inexplicably offered no explanation for the failure to submit
9 these letters in a timely fashion), and Objectors’ Notice of Filing opt-out letters of the remaining four
10 objectors.⁶ Finally, on August 11, 2004, the court received by electronic filing the Supplemental
11 Objections of Sharon Daunt, Etrenda Davis, Phyllis Clark, Victoria Collins and Ophelia Hill to the
12 Proposed Class Action Settlement (“Supplemental Daunt Objection”).

13 At the fairness hearing, the court questioned Mr. Mathey and Mr. Bishop regarding the
14 lateness of their filings. Mr. Bishop explained that he had understood the Notice to require only that
15 objections be postmarked, not filed, by July 7, 2004. Counsel for Chattem confirmed that the Notice
16 did indicate that objections could be postmarked July 7, 2004, but stressed that this was an
17 unintentional inconsistency, and that it had not been Chattem and Class Counsel’s intention to override
18 the court’s order. Mr. Bishop argued that objectors “look at a notice and they believe that notice is
19 what they’re supposed to do.” Mr. Bishop, presumably, was referring only to the documents received
20 by the court on July 12, 2004, and did not hazard an explanation as to the untimeliness of the filings
21 received in the ensuing weeks. Addressing Mr. Bishop, the court deemed the Daunt objections

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23 ⁶ It is worth noting that the Daunt Objectors’ opt-out letters are remarkable for their failure to
24 assert any injury compensable under the Matrix. For example, Sharon Daunt claims that taking
25 Dexatrim with PPA caused her “to become very dizzy, [her] heart to race, and also caused [her] to
26 become very sick to [her] stomach. These symptoms scared [her] and caused [her] to have a panic
attack, fearing [she] was having a heart attack.” Victoria Collins claims that taking Dexatrim with PPA
“caused [her] heart to flutter and race, and also made [her] feel very scared and nervous.” Phyllis
Clark, Etrenda Davis and Ophelia Hill’s letters recount substantially similar experiences.

untimely, concluding that “there is a distinction between you and the people who come to you to object[,]” and that counsel are “required to really understand . . . the rules of the court[.]” The court noted that it would deal with the objections made by the Daunt Objectors to the extent that they overlapped with the objections timely filed by the Wiley Objectors.

B. Class Certification

In general, parties seeking certification of a class must satisfy two sets of requirements, those set forth in Fed. R. Civ. P. 23(a) and Fed. R. Civ. P. 23(b). First, Rule 23(a) requires that (1) the proposed class be sufficiently numerous; (2) there be at least one common question of fact or law; (3) the named plaintiff's claims be typical of the class as a whole; and (4) the named plaintiff adequately represent the class. Second, a class action may be maintained only if it meets one of the three criteria set forth in Rule 23(b). Chattem and Class Counsel seek certification pursuant to Rule 23(b)(3), which allows a class action where

the court finds that the questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy. The matters pertinent to the findings include: (A) the interest in the members of the class in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already commenced by or against any members of the class; (C) the desirability or undesirability of concentrating the litigation in the particular forum; (D) the difficulties likely to be encountered in the management of a class action.

These general standards for class certification are applicable to certifying a class action for settlement, with one exception. A district judge faced with a request to certify a settlement class "need not inquire whether the case, if tried, would present intractable management problems[.]" Amchem Products, Inc. v. Windsor, 521 U.S. 591, 620 (1997). The Amchem court added, however, that the settlement context demands "undiluted, even heightened, attention" to "unwarranted or overbroad class definitions." Id. See also Hanlon v. Chrysler Corp., 150 F.3d 1011, 1026 (9th Cir. 1998) (calling for "a higher standard of fairness" in reviewing a settlement negotiated before class certification).

1 **1. Requirements of Rule 23(a)**

2 For the reasons set forth below, the court finds that the Class satisfies all requirements of Rule
3 23(a).

4 **a. Numerosity**

5 The court is convinced that the Class is sufficiently numerous. Rule 23(a)(1) permits class
6 action treatment only if "the class is so numerous that joinder of all members is impracticable." Fed. R.
7 Civ. P. 23(a)(1). The Wiley Objectors argue that joinder is practicable in this situation, because all
8 Class Members can be identified. This contention is unpersuasive. It is certainly the case that if all the
9 members of the class could not be identified, that factor would militate in favor of class certification.
10 See, e.g. Moeller v. Taco Bell Corporation, 220 F. R. D. 604, 608 (N.D. Cal. 2004) (fact that class is
11 difficult to identify support class certification). However, it does not follow that where all class
12 members have been identified, class certification should be denied. Rather, the key issue is whether
13 joinder is practicable, and in this case, in which the Class includes claimants with pending actions in
14 state, as well as federal, courts, both the size and geographic diversity of the Class render joinder
15 impractical. See Council of and for the Blind of Delaware County Valley, Inc. v. Regan, 709 F.2d
16 1521, 1544 (D.C. Cir. 1983) ("courts have considered, in addition to the size of the class, the
17 geographical diversity of the class members" that could render joinder of class members
18 impracticable.).

19 **b. Commonality**

20 Rule 23(a)(2) requires that questions of law or fact be common to the class. This requirement
21 can be satisfied, where class members' claims have divergent facts, by the existence of a shared legal
22 issue, or it can be satisfied where there are disparate legal remedies available to the claimants, but
23 where there is a common core of salient facts. Hanlon, 150 F.3d at 1019. The mere existence of
24 individual questions does not defeat satisfaction of the commonality requirement. Id.

25 The court finds that the commonality requirement is easily met in this case. All members of the
26 Class allege injuries resulting from the ingestion of a Dexatrim® product containing PPA. This

1 commonality raises many common questions including: whether Dexatrim® caused hemorrhagic
2 strokes, ischemic strokes, or other injuries; whether Dexatrim® Products were defective and/or
3 unreasonably dangerous; at what point Chattem learned of the alleged defect in its Dexatrim®
4 Products; and whether Chattem took action in a timely fashion upon learning of the alleged defect.

5 **c. Typicality**

6 Rule 23(a)(3) requires the claims of the representative plaintiffs to be typical of the claims of
7 the class. Typicality hinges on the similarity between the representative plaintiffs' claims and those of
8 class members. Hanlon, 150 F. 3d at 1020. This Class has two proposed representatives, who,
9 according to Chattem and Class Counsel, "exemplify various characteristics of other Class Members."
10 One proposed representative plaintiff, Danza Honeyblue, is a 56 year old female who alleges that she
11 sustained a hemorrhagic stroke as a result of ingesting Dexatrim®. The other is Jon Park, a 45 year
12 old male who alleges that he sustained an ischemic stroke after using Dexatrim®. Chattem and Class
13 Counsel assert that the proposed representatives are not subject to any unique defenses which would
14 eliminate the typicality of their claims.

15 The Wiley Objectors argue that the class representatives' claims are not typical of those of the
16 Class because the representatives are both holders of claims made or lawsuits filed prior to November
17 6, 2003,⁷ rather than claims made or lawsuits filed after that date. Under the Matrix, plaintiffs who
18 made claims or filed lawsuits after November 6, 2003, and after the statute of limitations had run in
19 either the forum state or the plaintiffs' state of residence at the time of injury, are subject to severe
20 limitations on their recovery. The Wiley Objectors also contend that the representative parties, as
21 stroke victims, are not representative of those claimants who suffered other types of injuries.

22 The objectors would have to do more than simply point to these, or other, differences to defeat
23 typicality. Typicality does not require that the claims of the class representatives be identical to those
24 of the other class members. Staton v. Boeing Co., 327 F. 3d 938, 957 (9th Cir. 2003). In fact,

25 ⁷November 6, 2003, is three years from the date the FDA requested that the manufacturers of
26 PPA-containing products voluntarily withdraw such products from the market.

1 representative claims are “typical if they are reasonably co-extensive” with those of other class
2 members. Hanlon, 150 F. 3d at 1020. The court is of the opinion that the claims of the class
3 representatives, although not identical, are indeed typical of the claims of the class as a whole.

4 **d. Adequacy**

5 Rule 23(a)(4) requires that a class representative fairly and adequately protect the interests of
6 the class. Whether there is adequate representation is determined by the answers to two questions:
7 “(1) do the named plaintiffs and their counsel have any conflicts of interest with other class members
8 and (2) will the named plaintiffs and their counsel prosecute the action vigorously on behalf of the
9 class?” Hanlon, 150 F.3d at 1020 (citation omitted). Rule 23(a)(4)’s second requirement is easily
10 satisfied because it is uncontested that the proposed representatives are represented by competent
11 attorneys with extensive experience in mass tort litigation.

12 Regarding the first requirement, the parties assert that the proposed class representatives’
13 interests are neither antagonistic to, nor in conflict with, the interests of other Class Members.
14 Chattem and Class Counsel contend that so long as all class members are united in asserting a common
15 right, such as achieving the maximum possible recovery, class interests are not antagonistic. In so
16 arguing, the parties seek to distinguish the Settlement from the one at issue in Amchem, in which the
17 Supreme Court affirmed the Third Circuit’s ruling vacating district court certification of a class, in part
18 because the interests of present (asbestos) claimants conflicted with those of potential future claimants.
19 Amchem, 521 U.S. at 625-28. In this case, because there is no scientific evidence of latent injuries
20 from the ingestion of PPA, there is no class of potential future claimants, as in Amchem, in whose
21 interests it would be to preserve Chattem’s resources for the future. Here, there is no reason to
22 believe that the named plaintiffs and their counsel have any conflicts of interest with other Class
23 Members.

24 The Wiley Objectors nonetheless urge the court to take note of several purported conflicts in
25 the Settlement, including, for example, the difference in treatment between various types of claims
26 under the Matrix, and the parties’ decision to file the Matrix under seal, which the objectors contend

1 concealed from Class Members the disadvantage of having failed to make a claim or file suit by
2 November 6, 2003. The Wiley Objectors seek the opportunity to conduct discovery regarding these
3 alleged conflicts.

4 First, disparate treatment of claims is obviously necessary if claims are to be valued and a
5 settlement is to occur. Placing a lower value on claims that would have been barred by a defense of
6 statute of limitations is hardly evidence of a conflict. The court is of the opinion that such disparate
7 treatment under the Matrix is the product of intense, arms-length negotiations. Second, these objectors
8 have offered no evidence that the Matrix was filed under seal for the purpose of concealing the
9 potential disadvantages of the Settlement, rather than simply to allow the parties time to work out its
10 finer points prior to making it public. In the absence of evidence of collusion, court overrules these
11 objections, and denies the Wiley Objectors' request for discovery. See White v. National Football
12 League, 822 F. Supp. 1389, 1429 (D. Minn. 1993), aff'd, 41 F.3d 402 (8th Cir.1994), cert. denied sub
13 nom. Jones v. National Football League, 515 U.S. 1137 (1995) ("if there is no evidence of collusion in
14 the negotiation process, objectors have no right to seek discovery concerning the negotiations of a
15 class action settlement") (citations omitted). Finally, it is beyond dispute that the named plaintiffs and
16 their counsel have prosecuted these actions vigorously on behalf of the Class. The court finds that
17 class representatives Ms. Honeyblue and Mr. Park fairly and adequately protect the interests of the
18 Class as a whole.

19 **2. Rule 23(b)(3)**

20 As explained above, Rule 23(b) permits the maintenance of a class action only if the action
21 satisfies the prerequisites of Rule 23(a), and if it meets one of three alternative criteria set forth in Rule
22 23(b). The subsection of Rule 23(b) on which the Settlement is grounded is Rule 23(b)(3), which
23 permits a class action if "the court finds that questions of law or fact common to the members of the
24 class predominate over any questions affecting only individual members, and that a class action is
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1 superior to other available methods for the fair and efficient adjudication of the controversy.” For the
2 following reasons, the court finds that the Class satisfies the requirements of Rule 23(b)(3).

3 **a. Predominance**

4 The Rule 23(b)(3) predominance inquiry tests whether the Class is sufficiently cohesive to
5 warrant adjudication by representation. Amchem, 521 U.S. at 623. Chattem and Class Counsel argue
6 that the Class involves a common injury type, a common body of science, and allegations involving a
7 common course of conduct by the defendant. They point out that any individual differences among the
8 claims of Class Members stemming from, for example, different state laws, would have more import in
9 the context of litigation than settlement. Finally, Chattem and Class Counsel argue that because the
10 Matrix specifically addresses issues of product identification, causation, injury and damages, it
11 effectively nullifies those issues which otherwise would be considered individual, allowing common
12 issues to predominate.

13 The Wiley Objectors argue that the Settlement does not do enough to address material
14 differences between different categories of injury, and that the structure of the Settlement has bred
15 antagonism between Class Members by drawing arbitrary distinctions between different types of
16 claims. But these distinctions are hardly arbitrary. They are the result of hard-fought negotiations
17 between Chattem and Class Counsel, and of compromises reached with the intervention of a skilled
18 and respected mediator. The court finds this objection to be frivolous, and that the Class is sufficiently
19 cohesive to warrant adjudication by representation.

20 **b. Superiority**

21 Rule 23(b)(3) requires that a class action must be “superior to other available methods for the
22 fair and efficient adjudication of the controversy.” Fed. R. Civ. P. 23(b)(3). In making a finding under
23 this rule, the court may consider the interest of members of the class in individually controlling the
24 prosecution or defense of separate actions, the extent and nature of any litigation concerning the
25 controversy already commenced by or against members of the class, and the desirability or
26 undesirability of concentrating the litigation of the claims in the particular forum. Id. Chattem and

1 Class Counsel argue that a class action is the superior method of effectuating the Settlement because
2 the alternative would be the individual trial or settlement of hundreds of cases. In addition, the parties
3 argue that certification of the Class will serve judicial economy, and that the Judicial Panel on
4 Multidistrict Litigation has already addressed the third factor by concentrating the litigation of the
5 claims in this particular forum.

6 The Wiley Objectors contend that Class Counsel represent most of the identified Class
7 Members, and that this was an incentive for Class Counsel to reach an agreement advantageous to
8 their clients at the expense of unidentified Class Members. This objection is frivolous and it is
9 overruled. There is no evidence that Class Counsel shirked their duty to any members of the Class. On
10 the contrary, the parties have presented the court with persuasive evidence that the Agreement was
11 reached as a result of fair negotiations by competent, experienced counsel. It is absolutely clear that a
12 class action is superior to other available methods for the fair and efficient adjudication of this
13 controversy, and therefore, the court finds that the superiority requirement is satisfied. The court
14 hereby certifies the Class pursuant to Rule 23(b)(3).

15 C. Fairness and Adequacy of the Settlement

16 1. General Considerations

17 Rule 23(e) requires the Court to determine whether a settlement is “fundamentally fair,
18 adequate and reasonable.” Hanlon, 150 F.3d at 1026. In exercising its discretion to approve the
19 settlement of a class action, the Ninth Circuit has held that a district court should balance the following
20 factors:

21 (1) the strength of the plaintiffs’ case; (2) the risk, expense,
22 complexity, and likely duration of further litigation; (3) the
23 risk of maintaining class action status throughout the trial;
24 (4) the amount offered in settlement; (5) the extent of
25 discovery completed and the stage of the proceedings;
26 (6) the experience and views of counsel; (7) the presence
of a governmental participant; and (8) the reaction of the
class members to the proposed settlement.

1 Id. (Citation omitted.) It is this court’s opinion that a balance of these factors weighs in favor of
2 approving the Settlement.

3 First, in the months following the negotiation of Matrix values, several defense verdicts were
4 reached in state court PPA cases. The Settlement, therefore, was negotiated at an opportune time for
5 plaintiffs, and it is likely that this fact added value to their claims. Second, settlement of these claims is
6 far more efficient for claimants, Chattem and the judicial system, than the prosecution of separate
7 actions. It is well understood that mass tort litigation places an unusual strain on court dockets, and
8 each of these claims, absent the Settlement, could result in costly, time-consuming proceedings.

9 Third, because this court has already declined to certify litigation classes in MDL 1407, the
10 Class could not be maintained for trial. If the Settlement is not approved, each of these actions would
11 have to be adjudicated on an individual basis. Fourth, the amount offered in settlement is substantial.
12 Chattem has deposited over \$60 million into a settlement trust, and it has arranged for continual
13 funding should the need arise. Fifth, litigation against Chattem is sufficiently mature, and settlement is
14 appropriate at this stage. Sixth, Class Counsel, as well as counsel for Chattem, many of whom are
15 extremely experienced in the area of mass tort litigation, are supportive of the Settlement. Further, it
16 is obvious that the Settlement is the result of protracted, and sometimes difficult negotiations; there is
17 no evidence of collusion. Finally, the Class Members themselves have effectively voted heavily in favor
18 of the Settlement, by not opting out. In fact, 95% of Class Members have chosen to take part in the
19 Settlement. The court finds that a balance of these factors weighs heavily in favor of approving the
20 Settlement.

21 **2. Wiley Objectors**

22 The Wiley Objectors claim that the Settlement is unfair, inadequate, and unreasonable. First,
23 they reprise their objection to the disparate treatment of claims made or lawsuits filed after November
24 6, 2003, because, they claim this date “has no material relevance to . . . settlement value.” But as
25 explained above, November 6, 2003, is not an arbitrary date; it was the third anniversary of the
26 November 6, 2000, withdrawal of PPA-containing products from the market. Given that personal

1 injury statutes of limitations are typically no longer than three years, and that the withdrawal of a
2 product would commence the running of a statute under a liberal injury discovery rule, it was
3 reasonable for the parties to compromise that claims not filed by November 6, 2003, faced serious
4 obstacles. This is particularly true because there is no scientific evidence suggesting latent effects from
5 the ingestion of PPA. The court finds that the disparate treatment of claims on this basis is not
6 arbitrary.

7 In a related objection, these objectors argue that discounts based on statutes of limitations in
8 what are referred to as No Conflict/ False Conflict cases are unfair. This category includes cases in
9 which (1) the forum state and the state of the plaintiff's residence at the time of injury have the same
10 discovery rule for statute of limitations purposes, (2) the plaintiff filed suit prior to the expiration of
11 the statute, assuming that such a statute began to run on November 6, 2000, pursuant to a discovery
12 rule, but (3) where the action would have been time-barred but for the discovery rule. Under the
13 Matrix, claims that fall into this category are discounted by 13%. The Wiley Objectors insist that this
14 discount will result in an arbitrary allocation of funds. The court must point out again that the
15 Settlement was the result of over a year of negotiations, and that it is simply not tenable to argue that
16 this sort of negotiated compromise renders the Settlement unfair because it allocates amounts among
17 Class Members. This objection is overruled.

18 The Wiley Objectors also take issue with the Matrix's release of derivative claims without
19 compensation, where, as in this case, derivative claims may be significant. Payments made under the
20 Matrix, however, are intended to encompass all damages stemming from one injury, direct or
21 derivative. The court overrules this objection, which verges on the frivolous.

22 These objectors also claim that the Extraordinary Damages Fund is inadequate because it only
23 covers non-reimbursed and non-reimbursable expenses and therefore discriminates against insured
24 claimants. Chattem and Class Counsel note that "the U.S. Congress did the same thing when it created
25 the September 11th Compensation Fund. The Fund required the Special Master in charge of
26 distributing the money to deduct all 'collateral source compensation' (e.g., benefits from other

1 government programs, insurance benefits, etc.) from the award.” The court is of the opinion that the
2 distinction between insured and uninsured claimants is an appropriate one, and is a reasonable method
3 of allocating funds. This objection is overruled.

4 The Wiley Objectors take issue with the limitations placed on certain contingency fee
5 agreements under the Settlement. The Settlement Agreement provides that attorneys entering into
6 contingency agreements after December 21, 2003, are entitled only to reasonable fees for filling out
7 claim forms and consulting with their clients, with a cap of 10% of the total compensation, or \$10,000,
8 whichever is less. These objectors contend that nullification of these contingency fee contracts is
9 unfair, because it may have discouraged attorneys from advertising for claimants. Chattem and Class
10 Counsel announced the Settlement on Friday, December 19, 2003. Once Chattem and Class Counsel
11 publicly announced the terms of the Settlement, there was no longer any real risk associated with
12 taking on a Dexatrim® case against Chattem. Since it is this court’s opinion that it is not only
13 reasonable, but sensible, to limit contingency fees where, as here, the risk to plaintiffs’ counsel was
14 essentially nullified by the Settlement, this objection is overruled.

15 Finally, the Wiley Objectors objected to both the content and the dissemination of notice of the
16 Settlement. Rule 23(c)(2)(B) provides that in any class action maintained under Rule 23(b)(3), “the
17 court must direct to class members the best notice practicable under the circumstances, including
18 individual notice to all members who can be identified through reasonable effort.” In addition, the
19 notice should describe, fairly and accurately and in a neutral manner, the claims and parties in the
20 litigation, and the terms of the settlement. Due process requires that the notice make clear the options
21 available to potential class members, including the right to opt out. Phillips Petroleum Co. v. Shutts,
22 472 U.S. 797, 812 (1985), cert. denied, 487 U.S. 1223 (1988). Chattem’s extensive notice campaign
23 was preliminarily approved by the court in an order dated April 23, 2004. At that time, the court
24 approved the manner of disseminating notice, and found that pursuant to Rule 23(c)(2)(B),

25 the notice concisely and clearly states in plain easy to understand
26 language the nature of the action, the definition of the class certified,
 the class claims, issues or defenses, that a class member may enter

1 an appearance through counsel if the member so desires, that the
2 court will exclude from the class any member who requests exclusion,
3 stating when and how members may elect to be excluded, and the
4 binding effect of a class judgment on class members under
5 Rule 23(c)(3).

6 The Wiley Objectors contend that the extent of the notice was inadequate. Here, although the
7 notice given to unidentified class members was published in 30 local newspapers, USA Today and
8 Parade Magazine, the Wiley Objectors point out that some notice programs have employed public
9 relations campaigns “involving media releases and communications to government agencies and
10 medical organizations, facilities and personnel, and more recently on-line facilities.” The Wiley
11 Objectors also claim that the content of the notice was inadequate, since the terms of the proposed
12 settlement are less favorable to claimants whose lawsuits or claims were filed after November 6, 2003,
13 but (they assert) that the notice failed to make that distinction sufficiently clear.

14 Chattem and Class Counsel argue that “[t]he Wiley Objectors simply prove the point that no
15 matter how extensive a notice campaign is, more can always be done.” The court agrees. The
16 applicable standard is not the best conceivable notice, but the best notice practicable under the
17 circumstances. The Supreme Court has held that Rule 23(c)(2)(B) requires notice to be “‘reasonably
18 calculated, under all the circumstances, to apprise interested parties of the pendency of the action and
19 afford them an opportunity to present their objections.’” Eisen v. Carlisle and Jacquelin, 417 U.S.
20 156, 173 (1974), quoting Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950).
21 The Wiley Objectors have done nothing more than draw the court’s attention to a few tactics that
22 Chattem did not happen to employ in this notice campaign; in so doing, they have not shown that the
23 notice provided was inadequate in any way, or that it was not reasonably calculated to inform
24 interested parties of the Settlement. This objection is therefore overruled.

25 **3. Nonsettling Defendants’ Objection**

26 The majority of the cases against Chattem include allegations against other defendants. The
nonsettling defendants objected to the language in Sections 6.2 and 6.3 of the Agreement, set forth in
Section I(C)(7), above, on the basis that the provisions could have the effect of cutting off a co-

1 defendant's contribution rights where (1) Chattem is determined to have paid less than its proportional
2 share, and (2) the relevant jurisdiction employs a *pro tanto* rule. After reviewing the briefing on this
3 objection and hearing oral argument, the court ordered the nonsettling defendants to meet with
4 Chattem and Class Counsel to reach agreement on this issue. The nonsettling defendants, Chattem and
5 Class Counsel failed in this regard, and filed separate briefs proposing clarifying language for this
6 court's Final Order and Judgment.

7 The nonsettling defendants insisted on language explicitly stating that the bar order does not
8 circumvent the application of state law allowing contribution. Chattem and Class Counsel in turn
9 expressed concern that the nonsettling defendants were attempting to "provide for the unfettered right
10 to maintain claims for indemnification and contribution against Chattem and the other Released
11 Parties[,] a goal incompatible with the finality sought by the parties to the Settlement. Chattem and
12 Class Counsel pointed out that only three of the 387 claims in the Settlement involve a co-ingestion
13 case in a *pro tanto* jurisdiction, but in an effort at compromise, Chattem and Class Counsel proposed
14 additional language giving the nonsettling defendants the right to apply to this court for relief:

15 Despite the bar set forth herein, this Court retains jurisdiction
16 to enforce and interpret the terms of this Final Order and Judgment.
17 If in a particular case, no judgment reduction, set off or other credit
18 is available to the nonsettling defendant under applicable state law
19 and the settlement extinguishes otherwise applicable state law rights
20 of indemnity and/or contribution, the non-settling defendant may file
21 a motion with the Court, and if found warranted, the Court may
22 fashion an appropriate remedy that is consistent with the settlement
23 agreement and the finality sought by that agreement and by this Final
24 Order and Judgment.

21 The court ruled, in an order dated October 26, 2004, that the additional language proposed by
22 Chattem and Class Counsel substantially protects the rights of the nonsettling defendants, particularly
23 where the likelihood of the nonsettling defendants being prejudiced is so low. This ruling is reflected in
24 the Final Order and Judgment that follows.

25 **4. Penalty to Losing Party in the Event of Arbitration**

26 At the fairness hearing, the court expressed some concern to Chattem and Class Counsel about

1 a provision in the Agreement relating to a claimant's right to challenge a benefit determination.
2 Pursuant to the Agreement, if such a challenge is lodged, the matter will be decided in a binding
3 arbitration by a Special Master. Section 4.2(i) of the Agreement provides that the losing party is
4 required to pay a penalty of at least \$10,000 of the cost of the arbitration to the Trust. The court
5 questioned the parties regarding how they reached agreement on the amount of the penalty. After a
6 short colloquy, the parties indicated their agreement to leave the amount of any penalty to the sole
7 discretion of the Special Master, without regard to a minimum amount.⁸ The court, having overruled
8 all objections lodged, and having found that the Settlement is fair, adequate and reasonable, hereby
9 approves the Settlement.

10 **D. Anti-Injunction Act**

11 In the instant case, because certain Class Members have pending cases in state courts, and
12 because the Settlement is conditioned on all Class Members being enjoined from pursuing their claims
13 outside the settlement context, an injunction is necessary to implement this court's ruling certifying the
14 Class and approving the Settlement. Upon the court's entry of its Final Order and Judgment, therefore,
15 Class Members, including those with pending actions in state court, will be enjoined from pursuing
16 their claims further.

17 Although the Anti-Injunction Act, 28 U.S.C. § 2283 (the "Act") generally prohibits federal
18 courts from enjoining state court actions, there are three circumstances where such an injunction is
19 appropriate; where "expressly authorized by Act of Congress, or where necessary in aid of its
20 jurisdiction, or to protect or effectuate its judgments." 28 U.S.C. § 2283. This court's injunction is
21 permissible pursuant to the third exception to the Act, referred to as the relitigation exception, which
22 applies upon entry of final judgment, and "was designed to permit a federal court to prevent state
23 litigation of an issue that previously was presented to and decided by the federal court." Chick Kam
24 Choo v. Exxon Corp., 486 U.S. 140, 147 (1988).

25 ⁸Although this issue was among those that the Daunt Objectors attempted to raise, the court
26 had been prepared to raise this issue sua sponte.

1 **FINAL ORDER AND JUDGMENT**

2 Accordingly, it is hereby ORDERED, ADJUDGED and DECREED as follows:

3 1. The following Class ("the Class") is CERTIFIED, for settlement purposes only, under
4 Fed.R.Civ.P. 23(a), 23(b)(3), and 23(e) in Park v. Chattem, Inc., et al., Case No. 02-755 (the
5 "Action") and is defined as follows:

6 All Dexatrim® Product Users who sustained bodily injury on
7 or after December 21, 1998 allegedly as a result of his or her
8 ingestion of a Dexatrim® Product, and their associated Derivative
9 Claimants and Representative Claimants. The Settlement Class
10 shall expressly exclude any person or entity that entered into a
11 settlement with Chattem (which included a release) related to
12 claims arising out of the use of a Dexatrim® Product. The
13 Settlement Class shall also expressly exclude any individual
(and their associated Derivative Claimants and Representative
14 Claimants) against whom any court has entered judgment or
15 dismissal with prejudice in an action related to a Dexatrim®
16 Product on or before the Preliminary Approval Date, regardless
17 of whether such judgment or dismissal is the subject of a motion
18 for reconsideration, motion to alter, amend or set aside the
19 judgment or similar motion; or an appeal.

20 Dexatrim® Product Users are all persons who ingested one or
21 more Dexatrim® Products on or after December 21, 1998 and
22 who were citizens or residents of the United States at the time
23 of their alleged injury.

24 Dexatrim® Product means all appetite suppressant products
25 bearing the trademark Dexatrim® marketed, distributed and/or
26 manufactured by Chattem, Inc. and/or The Delaco Company, as
successor by merger to Thompson Medical Company, Inc. that
contained Phenylpropanolamine.

20 2. As used herein, "Settled Claims" shall include any and all claims, including assigned claims,
21 whether known or unknown, asserted or unasserted, regardless of the legal theory, existing now or
22 arising in the future by any or all members of the Settlement Class arising out of or relating to any of
23 the Dexatrim® Products or their development, manufacture, formulation, testing, distribution,
24 marketing, labeling, regulatory submissions, advertising, sale, or ingestion.

25 3. Danza Honeyblue and John Park are appointed Representatives of the Class. Seeger Weiss
26 LLP is appointed as lead Class Counsel. Ashcraft & Gerel; Herman, Mathis, Casey, Kitchens & Gerel;

1 Early, Ludwick & Sweeney, LLC; and Lopez, Hodes, Restaino, Milman & Skikos are appointed as
2 Class Counsel.

3 4. The Settlement is hereby APPROVED and shall be consummated in accordance with the terms
4 and provisions of the Settlement Agreement. The Agreement has been entered into in good faith,
5 following arms-length and non-collusive negotiations. The Settlement is fair, reasonable, adequate, and
6 in the best interests of the Class. A true and correct copy of the Class Action Settlement Agreement is
7 attached hereto and incorporated herein by reference as Exhibit A. All terms used in this Final Order
8 and Judgment shall be interpreted in accordance with the definitions set forth in the Class Action
9 Settlement Agreement.

10 5. The Court finds that the manner of publication of the Summary Notice along with the direct
11 mailing of notice to all known class members is the best notice practicable under the circumstances.
12 Accordingly, the Court hereby APPROVES both the form and procedure of the publication of the
13 Summary Notice of the Settlement and the direct mailing of notice to all known members of the Class.

14 6. Except for the cases specifically identified in Exhibit D to this Final Order and Judgment, all
15 cases that were transferred to this court for coordinated pretrial proceedings under MDL No. 1407
16 ("MDL 1407"), or that are pending in any U.S. District Court against Chattem, Inc. involving
17 Dexatrim® Products are hereby DISMISSED as to Chattem and all other Released Parties, with
18 prejudice. A list of all cases where such dismissals will occur is attached hereto and incorporated
19 herein by reference as Exhibit B.

20 7. All Class Members who did not expressly opt-out of the settlement are hereby permanently
21 BARRED and ENJOINED from initiating, continuing, asserting or otherwise prosecuting any actions
22 against Chattem or the Released Parties arising from or related to any Settled Claims.

23 8. All Class Members who did not expressly opt-out of the Settlement and who are plaintiffs in
24 any action pending in any state court against Chattem or any other Released Party relating to,
25 concerning or arising from a Released Claim, are hereby ORDERED to take such actions as may be
26 necessary to effect a dismissal with prejudice of each such case within 60 days of the entry of this Final

1 Order and Judgment.

2 9. A list of all Class Members who have filed claims in accordance with this Court's April 23,
3 2004 Order Granting Conditional Certification of Settlement Class and who may seek benefits in
4 accordance with the terms and provisions of the Settlement is attached hereto and incorporated herein
5 by reference as Exhibit C.

6 10. A list of all Class Members who have timely and properly opted-out of the settlement and
7 therefore may pursue or continue to pursue actions against Chattem and the Released Parties, is
8 attached hereto and incorporated herein by reference as Exhibit D.

9 11. The nonsettling defendants in MDL 1407 and all other persons or entities are permanently
10 Barred and Enjoined from initiating, asserting or prosecuting any claims or actions, including claims
11 for contribution, non-contractual indemnity, or subrogation, against Chattem and any other Released
12 Party for reimbursement of payments made to or on behalf of any Class Member for any Settled
13 Claims. This Final Order and Judgment shall not be construed to bar claims by non-settling defendants
14 based on a contract between a nonsettling defendant and a Released Party. Furthermore, the approval
15 for this Settlement and this bar order shall not be construed as precluding a nonsettling defendant from
16 enforcing any judgment reduction, credit or setoff right otherwise available to them under applicable
17 state law. Despite the bar set forth herein, this Court retains jurisdiction to enforce and interpret the
18 terms of this Final Order and Judgment. If in a particular case, no judgment reduction, set off or other
19 credit is available to the nonsettling defendant under applicable state law and the settlement
20 extinguishes otherwise applicable state law rights of indemnity and/or contribution, the non-settling
21 defendant may file a motion with the Court, and if found warranted, the Court may fashion an
22 appropriate remedy that is consistent with the settlement agreement and the finality sought by that
23 agreement and by this Final Order and Judgment.

24 12. Despite the language in Section 4.2(i) of the Settlement Agreement providing that the losing
25 party in an arbitration challenging a Chattem Claims' Coordinator's benefit determination will be
26 required to pay a penalty of at least \$10,000 of the cost of the arbitration, the parties have consented

1 to give the Special Master the discretion to set the penalty, on a case by case basis, without regard to a
2 minimum amount.

3 13. The Settlement, this Final Order and Judgment, and all papers related to the Settlement are not,
4 and shall not in any event be, an admission by Chattem, the Released Parties, or any other person, of
5 any liability or wrongdoing whatsoever, and shall not be offered as evidence of any claimed liability or
6 wrongdoing whatsoever in this or any future proceeding. Conversely, the Settlement, this Final Order
7 and Judgment, and all papers related to the Settlement are not, and shall not in any event, be deemed
8 or construed as an admission or concession by Plaintiffs or any Class Member regarding the merits of
9 their claims or the defenses asserted by Chattem or any of the Released Parties.

10 14. The Parties are directed to carry out their obligations under the Settlement forthwith.

11 15. This Court retains continuing and exclusive jurisdiction over the Parties to the Settlement,
12 including Chattem and the other Released Parties, and all Class Members, to administer, supervise,
13 construe, and enforce the Settlement and this Final Order and Judgment in accordance with their terms
14 for the mutual benefit of the Parties and the Settlement Class. The Court retains continuing and
15 exclusive jurisdiction for purposes of, among other things, approval of the Condition Definitions and
16 Compensation Schedule, supervision and administration of the Compensation Program, the payment of
17 attorney fees and expenses and awards to Class Members, and matters concerning claims
18 administration and the distribution of settlement funds and payment of related fees and expenses until
19 the effectuation of the Settlement in accordance with the Settlement Agreement has been
20 accomplished.

21 16. The Honorable John F. Keefe is hereby appointed as Special Master to effectuate and
22 implement the terms of the Settlement.

23 17. Within 30 days of the entry of this Final Order and Judgment, the parties shall present the
24 Court with a Final Settlement Trust Agreement for Approval. The Final Settlement Trust Agreement
25 shall specifically set forth the terms on which a Class member may make a payment draw against the
26 trust and the terms that trigger the trustee's obligation to make payment. Until the Court approves the

1 Final Settlement Trust Agreement, the attachment the Court has placed on the Initial Settlement Trust
2 shall remain in place.

3 18. This Final Order and Judgment is binding on all Class Members.

4 19. The Clerk of the Court is directed to enter forthwith this Final Order and Judgment as a Final
5 Judgment under Fed. R. Civ. P. 54 (b).

6

7 DATED at Seattle, Washington, this 12th day of November, 2004.

8

s/ Barbara Jacobs Rothstein
BARBARA JACOBS ROTHSTEIN
United States District Court Judge

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CLASS ACTION SETTLEMENT AGREEMENT

**Between
CHATTEM, INC.,**

and

**CLASS COUNSEL ON BEHALF OF CLASS REPRESENTATIVES
IN RE PHENYLPROPANOLAMINE (PPA) PRODUCTS LIABILITY
LITIGATION**

Case No. 2:01-md-1407 (MDL No. 1407)

**dated as of
April 13, 2004**

CLASS ACTION SETTLEMENT AGREEMENT

Page 1

TABLE OF CONTENTS

RECITALS	4
ARTICLE 1 -- DEFINITIONS	5
Section 1.1 Definitions	5
ARTICLE 2 -- CHATTEM SETTLEMENT TRUST AND FUNDS	12
Section 2.1 Establishment Of Chattem Settlement Trust	12
Section 2.2 Funding	12
Section 2.3 Establishment Of Benefit Funds	13
ARTICLE 3 -- CLASS MEMBER RIGHTS AND BENEFITS	15
Section 3.1 Benefit Payments To Class Members	15
Section 3.2 Payment Of Benefits	15
Section 3.3 Extraordinary Damages Benefits	15
Section 3.4 Opt-Out Rights	15
ARTICLE 4 -- CLAIMS ADMINISTRATION	16
Section 4.1 Benefit Claim Forms	16
Section 4.2 Benefit Determination	17
Section 4.3 Extraordinary Damage Benefit Claim Form	20
Section 4.4 Extraordinary Damages Benefit Determination	20
Section 4.5 Liens	21
Section 4.6 Claims Administration Procedures	22
Section 4.7 General Claims Administration Matters	22
Section 4.8 Fraudulent Claims	23
ARTICLE 5 -- ATTORNEYS' FEES	23
Section 5.1 Existing Contingency Fee Agreements	23
Section 5.2 Plaintiff's Litigation Expense Fund	23
ARTICLE 6 -- GENERAL TERMINATION AND RELEASE	24
Section 6.1 Good Faith Settlement	24
Section 6.2 Release	24
Section 6.3 Requests to the Trial Court	25
Section 6.4 No Recovery from Released Parties Outside This Agreement	25
Section 6.5 Claim Forms	25
ARTICLE 7 -- CONTINUING JURISDICTION	25
Section 7.1 Trial Court Retains Jurisdiction	25
ARTICLE 8 -- TERMINATION	26
Section 8.1 Termination By Chattem	26
ARTICLE 9 -- SETTLEMENT IMPLEMENTATION	27
Section 9.1 General	27
Section 9.2 Approval Process Provisions	27
Section 9.3 Conditions	28

CLASS ACTION SETTLEMENT AGREEMENT

Page 2

ARTICLE 10 – ASSIGNMENT OF CLAIMS	29
Section 10.1 Class Members' Claims Against Alps.....	29
Section 10.2 Recovery From Alps.....	29
Section 10.3 Duty To Cooperate With Assigned Claims	29
ARTICLE 11 – MISCELLANEOUS	29
Section 11.1 Confidential Information	29
Section 11.2 Successors and Assigns	30
Section 11.3 Use of Settlement and Negotiations in Other Proceedings	30
Section 11.4 No Admission of Liability or Lack of Merit	30
Section 11.5 Titles and Headings.....	30
Section 11.6 Distribution of Remaining Funds.....	31
Section 11.7 Notice to Parties	31
Section 11.8 Receipt of Documentation.....	32
Section 11.9 No Third Party Beneficiaries.....	32
Section 11.10 Entire Agreement	32
Section 11.11 Governing Law.....	32
Section 11.13 Original Signatures	33
Section 11.14 Severance of Agreement.....	33

CLASS ACTION SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT, dated as of April 13, 2004 (this "Settlement Agreement" or "Class Action Settlement" or "Settlement") is entered into by and between Chatterm, Inc., a Tennessee corporation ("Chatterm,"), on behalf of itself and the other Released Parties hereunder, and the undersigned Class Counsel on behalf of the Class Representatives. The Class Representatives, together with Chatterm, are sometimes referred to herein as the "Parties."

RECITALS

WHEREAS, Chatterm and the Class Representatives hereby agree to a class action settlement subject to the approval of the Trial Court, with respect to Class Members in the United States which would resolve, on the terms set forth in this Settlement Agreement, Settled Claims against Chatterm and other Released Parties arising from Dexatrim® Products, pending in various courts, including but not limited to claims which have been made in the actions that have been or will be transferred for coordinated or consolidated pretrial proceedings to the United States District Court for the Western District of Washington at Seattle (*In Re Phenylpropanolamine (PPA) Products Liability Litigation* (MDL No. 1407)), and in numerous other federal and state courts.

WHEREAS, this Settlement Agreement shall not be construed as evidence of or as an admission by any of the Released Parties of any liability or wrongdoing whatsoever or as an admission by the Class Representatives or Class Members of any lack of merit in their claims.

NOW, THEREFORE, Chatterm and the Class Representatives hereby agree, subject to Final Judicial Approval, compliance with applicable legal requirements, and other conditions, all as set forth below, that the Settled Claims against Chatterm and other Released Parties, as defined herein, will be settled, compromised and released, in accordance with the following terms.

ARTICLE 1 - DEFINITIONS

Section 1.1 Definitions

For purposes of this Settlement Agreement the following terms shall have the meanings set forth in this Article 1. Terms used in the singular shall be deemed to include the plural and vice versa.

- (a.) "I" shall denote United States dollars.
- (b.) "Aggregate Opt-Out Matrix Value" shall have the meaning set forth in Section 8.1(b).
- (c.) "Business Day" shall mean any day other than Saturday, Sunday or any U.S. federal holiday or any other day that the Trustee is closed.
- (d.) "Benefit Claim Form" shall have the meaning set forth in Section 4.1(a).
- (e.) "Benefit Claim Form Deadline" shall mean the date that the Trial Court sets as the last day for Class Members to submit a Benefit Claim Form.
- (f.) "Benefit Fund" shall have the meaning set forth in Section 2.3(a).
- (g.) "Case Scoring Component(s)" shall mean one or more components on the applicable Case Scoring Worksheet.
- (h.) "Case Scoring Worksheet" shall mean the "Matrix Scoring Worksheet for Hemorrhagic Stroke Cases," attached as Exhibit B to Annex I, the "Matrix Scoring Worksheet for Ischemic Stroke Cases," attached as Exhibit F to Annex I, or the "Matrix Scoring Worksheet for Other Injuries and Cardiac Injuries," attached as Exhibit G to Annex I.
- (i.) "Chattem Settlement Claim Number" shall have the meaning set forth in Section 4.2(b).
- (j.) "Chattem" shall mean Chattem, Inc., a Tennessee corporation.
- (k.) "Chattem Claims Coordinator" shall mean Miller & Martin PLLC and its agents, and/or any other person(s), or entity(ies) selected by Chattem to coordinate the administration of claims on behalf of Chattem.
- (l.) "Claims Administrator" shall mean the person(s) or entity(ies) to be appointed by the Court and his/her, or its agents, to administer claims under this Settlement Agreement.
- (m.) "Class Action Settlement" or "Settlement" shall have the meaning set forth in the Preamble.

- (n.) "Class Counsel" shall mean those attorneys executing this Settlement Agreement on behalf of the Class Representatives, or such other attorneys as shall be approved by the Court as counsel to the Settlement Class.
- (o.) "Class Counsel Claims Coordinator" shall mean the person, persons, or entity selected by Class Counsel and approved by the Court, to coordinate the administration of claims on behalf of Class Members.
- (p.) "Class Members" shall mean members of the Settlement Class.
- (q.) "Class Representatives" shall mean Jon Park and Danza Honeyblue, or different persons as shall be designated by the Court as the Representative(s) of the Settlement Class, in the action in Federal District Court captioned *In Re Phenylpropanolamine (PPA) Products Liability Litigation* (MDL No. 1407).
- (r.) "Continuing Funding Date" shall have the meaning set forth in Section 2.2(c).
- (s.) "Continuing Funding Amount" shall have the meaning set forth in Section 2.2(c).
- (t.) "Court" and/or "Trial Court" and/or "Federal District Court" means the United States District Court for the Western District of Washington at Seattle.
- (u.) "Derivative Claimant" shall mean any person asserting the right to sue Chattem independently or derivatively, by reason of their personal or family relationship with a Dexatrim® Product User.
- (v.) "Dexatrim® Case Scoring System and Matrix" or "Matrix" shall mean that document titled "Dexatrim® Case Scoring System and Matrix" attached hereto as Annex I.
- (w.) "Dexatrim® Product Users" shall mean persons who ingested one or more Dexatrim® Products on or after December 21, 1998 and who were citizens or residents of the United States at the time of their alleged injury.
- (x.) "Dexatrim® Products" shall mean all appetite suppressant products bearing the trademark Dexatrim® marketed, distributed and/or manufactured by Chattem, Inc., and/or The Delaco Company, as successor by merger to Thompson Medical Company, Inc. that contained Phenylpropanolamine.
- (y.) "Documented Unreimbursed or Unreimbursable Economic Damages" shall have the meaning set forth in Section 3.3(c).
- (z.) "EDF Distribution Recommendation" shall have the meaning set forth in Section 4.4(a).
- (aa.) "Extraordinary Damage Fund Benefit Claim Form" and "EDF Benefit Claim"

Form" shall have the meaning set forth in Section 4.3(a).

- (bb.) "Extraordinary Damages Fund" and "EDF" shall have the meaning set forth in Section 2.3(b). The Extraordinary Damages Fund is sometimes referred to in the Matrix as the "Extraordinary Injury Fund," and those two terms may be used interchangeably. It is expressly understood that, although the Matrix provides that an Extraordinary Injury Fund in the amount of \$12.5 million will be established, Class Members under this Settlement Agreement are entitled to only \$5.0 million and Chattem is not required to pay more than \$5.0 million to the Extraordinary Damages Fund. Any amount greater than \$5.0 million that is referenced in the Matrix is referring to an amount paid by another party for the benefit of persons other than Class Members.
- (cc.) "Fairness Hearing Date" means the date on which the Fairness Hearing takes place.
- (dd.) "Fairness Hearing" means the hearing conducted by the Court to determine the fairness, adequacy and reasonableness of this Settlement Agreement under Fed. R. Civ. P. 23(e).
- (ee.) "Final Benefit Determination" shall have the meaning set forth in Section 4.2(d).
- (ff.) "Final Chattem Settlement Trust" shall mean a trust established to receive funds to be transferred from the Initial Chattem Settlement Trust and paid by or on behalf of Chattem or the other Released Parties, pursuant to the terms of this Settlement Agreement and the Final Settlement Trust Agreement.
- (gg.) "Final EDF Distribution Determination" shall have the meaning set forth in Section 4.4(c).
- (hh.) "Final Judicial Approval Date" shall mean the date on which Final Judicial Approval occurs.
- (ii.) "Final Judicial Approval" refers to the approval of the Settlement Agreement by the Court and such approval becoming final by the exhaustion of all available appeals, including writs of certiorari to the United States Supreme Court. Final Judicial Approval shall be deemed not to have been obtained in the event that Trial Court Approval is denied, and the period for appealing such denial has expired without any such appeal having been taken.
- (jj.) "Final Settlement Trust Agreement" shall mean the Final Settlement Trust Agreement in the form to be agreed to by the Parties and approved by the Trial Court.
- (kk.) "Initial Chattem Settlement Trust" shall mean a trust established to receive funds to be paid by or on behalf of Chattem and the other Released Parties as provided in this Settlement Agreement, pursuant to the Initial Settlement

CLASS ACTION SETTLEMENT AGREEMENT

Page 7

Trust Agreement.

- (ll.) "Initial Funding Date" shall have the meaning set forth in Section 2.2(a).
- (mm.) "Initial Funding Amount" shall have the meaning set forth in Section 2.2(a).
- (nn.) "Initial Settlement Trust Agreement" shall mean the document attached hereto as Annex II.
- (oo.) "Matrix Levels" shall mean the horizontal rows on the "Injury Matrix," attached as Exhibit A to Annex I.
- (pp.) "Notice" shall have the meaning set forth in Section 9.2(a).
- (qq.) "Opt-Out Deadline" shall mean the date and time preset by the Trial Court, which is the last day on which Class Members may exercise the Opt-Out Right.
- (rr.) "Opt-Out Right" shall have the meaning set forth in Section 3.4(a).
- (ss.) "Parties" shall have the meaning set forth in the preamble.
- (tt.) "Plaintiffs' Counsel" and "Class Member's Counsel" shall mean any attorney who represents one or more individual Class Members.
- (uu.) "Preliminary Approval" shall mean the conditional certification of the proposed class for settlement purposes and the preliminary approval of this Settlement Agreement by the Trial Court.
- (vv.) "Preliminary Approval Date" shall mean the date on which the Preliminary Approval occurs.
- (ww.) "Preliminary Benefit Determination" shall have the meaning set forth in Section 4.2(a).
- (xx.) "Released Parties" shall mean:
 - (i) Chatterm, Inc. and each of its past, present and future direct or indirect parent companies, subsidiaries, affiliates, divisions, joint venturers, predecessors, successors, and assigns;
 - (ii) The Delaco Company, as successor by merger to Thompson Medical Company, Inc. ("Delaco") and each of its past, present and future direct or indirect parent companies, subsidiaries, affiliates, divisions, joint venturers, predecessors, successors, and assigns;
 - (iii) Sidmak Laboratories, Inc. ("Sidmak") and each of its past,

CLASS ACTION SETTLEMENT AGREEMENT

Page 8

present and future direct or indirect parent companies, subsidiaries, affiliates, divisions, joint venturers, predecessors, successors, and assigns

- (iv) suppliers of the raw material Phenylpropanolamine hydrochloride used in the manufacture of Dexatrim® Products (including, without limitation, Sidmak); however, it is expressly understood that Alps Pharmaceutical Ind. Co., Ltd. ("Alps") is not a Released Party;
 - (v) suppliers of materials other than Phenylpropanolamine, machines or equipment used in the manufacture of Dexatrim® Products;
 - (vi) Chattem's contract manufacturers of finished Dexatrim® Products (including, without limitation, Sidmak);
 - (vii) any and all distributors of Dexatrim® Products, including, without limitation, wholesale distributors, private label distributors, retail distributors, pharmacies and pharmacists;
 - (viii) any other person or entity (specifically including the Consumer Healthcare Products Association and its predecessors ("CHPA")) involved in the development, design, manufacture, formulation, testing, distribution, marketing, labeling, regulatory submissions, advertising or sale of Dexatrim® Products (including, without limitation, consultants to Delaco or Chattem); however, nothing in this sub-section shall affect the rights of individuals from pursuing their claims against CHPA to the extent those claims do not relate to a Dexatrim® Product; and
 - (ix) for each entity identified above, all of its past, present and future direct or indirect parent companies, subsidiaries, affiliates, divisions, joint venturers, predecessors, successors, and assigns and, collectively, all of their past, present and future directors, officers, employees, agents, attorneys, shareholders, underwriters and insurers, and for each person identified above, all of his, her, or their respective past, present or future heirs, estates and personal representatives.
- (yy) "Representative Claimant" shall mean an estate, administrator or other legal representative, trust or "special needs trust" of a Dexatrim® Product User or Derivative Claimant. For the purpose of clarity, the parties acknowledge that Representative Claimants are entitled to any and all rights and benefits under this Settlement Agreement that the represented Dexatrim® Product Users

and/or Derivative Claimant would have received hereunder regardless of any state law to the contrary.

(zz.) "Settled Claims" shall mean any and all claims, including assigned claims, whether known or unknown, asserted or unasserted, regardless of the legal theory, existing now or arising in the future by any or all members of the Settlement Class arising out of or relating to any of the Dexatrim® Products or their development, manufacture, formulation, testing, distribution, marketing, labeling, regulatory submissions, advertising, sale, or ingestion. These "Settled Claims" include, without limitation and by way of example, all claims for damages or remedies of whatever kind or character, known or unknown, that are now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, for:

- (i) personal injury and/or bodily injury, damage, death, fear of disease or injury, mental or physical pain or suffering, emotional or mental harm, or loss of enjoyment of life;
- (ii) loss of wages, income, earnings, and earning capacity, medical expenses, doctor, hospital, nursing, and drug bills;
- (iii) loss of support, services, consortium, companionship, society or affection, or damage to familial relations, by spouses, parents, children, other relatives or "significant others" of Class Members;
- (iv) wrongful death and survival actions;
- (v) medical screening and monitoring, injunctive and declaratory relief;
- (vi) consumer fraud, refunds, unfair business practices, deceptive trade practices, Unfair and Deceptive Acts and Practices ("UDAP,") unjust enrichment, disgorgement and other similar claims whether arising under statute, regulation, or judicial decision;
- (vii) compensatory damages, punitive, exemplary, statutory and other multiple damages or penalties of any kind including, without limitation, economic or business losses or disgorgement of profits arising out of personal injury;
- (viii) pre-judgment or post-judgment interest; and/or
- (ix) attorneys' fees, costs of court or litigation expenses.

CLASS ACTION SETTLEMENT AGREEMENT

Page 10

- (aaa.) "Settlement Agreement" shall mean this document and all attachments, appendices, and annexes thereto.
- (bbb.) "Settlement Class" shall mean all Dexatrim® Product Users who sustained bodily injury on or after December 21, 1998 allegedly as a result of his or her ingestion of a Dexatrim® Product, and their associated Derivative Claimants and Representative Claimants. The Settlement Class shall expressly exclude any person or entity that entered into a settlement with Chattem (which included a release) related to claims arising out of the use of a Dexatrim® Product. The Settlement Class shall also expressly exclude any individual (and their associated Derivative Claimants and Representative Claimants) against whom any court has entered judgment or dismissal with prejudice in an action related to a Dexatrim® Product on or before the Preliminary Approval Date, regardless of whether such judgment or dismissal is the subject of a motion for reconsideration, motion to alter, amend, or set aside the judgment or similar motion, or an appeal.
- (ccc.) "Special Master" shall have the meaning set forth in Section 4.2(e) and, in addition, shall perform the functions assigned to the "Administrator" and the "EIF Administrator" in the Matrix.
- (ddd.) "Supplemental Benefit Claim Form" shall have the meaning set forth in Section 4.1(c).
- (eee.) "Total Matrix Score" shall have the meaning set forth in Section VI of Annex L.
- (fff.) "Trial Court Approval Date" shall mean the date upon which Trial Court Approval occurs.
- (ggg.) "Trial Court Approval" shall mean the granting, by order entered on the docket thereof, of the approval of the Settlement Agreement by the Trial Court.
- (hhh.) "Trustee" shall mean that person or entity approved by the Court as Trustee of the Initial Chattem Settlement Trust and/or the Final Chattem Settlement Trust in accordance with the Initial Settlement Trust Agreement and the Final Settlement Trust Agreement, and any successor Trustee and will serve subject to the jurisdiction and supervision of the Court.

ARTICLE 2 – CHATTEM SETTLEMENT TRUST AND FUNDS

Section 2.1 Establishment Of Chattem Settlement Trust

(a) Initial Chattem Settlement Trust. On or before the Preliminary Approval Date, Chattem shall create the Initial Chattem Settlement Trust to receive amounts to be paid by or on behalf of Chattem and the other Released Parties. There shall be a single corporate Trustee of the Initial Chattem Settlement Trust. Such Trustee shall be a bank organized and doing business under the laws of the United States of America, any State thereof or the District of Columbia, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$100,000,000, subject to supervision and examination by federal or state authority and shall be appointed by Chattem (with the consent of Class Counsel, such consent not to be unreasonably withheld), subject to the approval of the Court. The Initial Settlement Trust Agreement, attached hereto as Annex II, sets forth the duties and obligations of the Trustee.

(b) Final Chattem Settlement Trust. No later than thirty (30) days after the Trial Court Approval Date, the Final Chattem Settlement Trust will be established on terms that are mutually agreeable to the Parties. The Final Chattem Settlement Trust will receive and administer amounts to be transferred from the Initial Chattem Settlement Trust in accordance with the terms of a Final Settlement Trust Agreement agreed to by the Parties.

(c) In the event that this Settlement Agreement is terminated in accordance with Article 8 hereunder or in the event that all conditions specified in Section 9.3 hereunder are not satisfied or waived by Chattem, Chattem shall have the exclusive right to all funds deposited into or property transferred to the Initial Chattem Settlement Trust.

(d) Chattem shall have the right to the funds deposited into or property transferred to the Initial Chattem Settlement Trust and the Final Chattem Settlement Trust in accordance with Section 11.6 hereunder.

Section 2.2 Funding

(a) Funding of Initial Chattem Settlement Trust. On or before the date that is twenty (20) days after the Preliminary Approval Date (the "Initial Funding Date"), Chattem shall deliver to the Initial Chattem Settlement Trust \$60,885,000 (the "Initial Funding Amount").

(b) Funding of Final Chattem Settlement Trust. Within five (5) days after the later of: (i) the Trial Court Approval Date, and (ii) the date on which the Final Chattem Settlement Trust is created, the Trustee of the Initial Chattem Settlement Trust shall deliver all assets contained in the Initial Chattem Settlement Trust to the Final Chattem Settlement Trust.

(c) Continuing Funding. The Trustee of the Final Chatter Settlement Trust shall notify Chatter immediately after the balance of the Benefit Fund falls below \$5 million. Within fifteen (15) days after the date that the Trustee notifies Chatter that the balance of the Benefit Fund has fallen below \$5 million ("Continuing Funding Date"), Chatter shall deposit into the Final Chatter Settlement Trust the sum that will cause the balance of the Benefit Fund to be at least the total of: (x) \$5 million, plus (y) the sum that represents the total dollar amount of all Final Benefit Determinations for which a payment has not been issued as of the Continuing Funding Date ("Continuing Funding Amount").

Section 2.3 Establishment Of Benefit Funds

(a) Benefit Fund. The Trustee of the Final Chatter Settlement Trust shall initially allocate \$60,885,000 of the Initial Funding Amount to the Benefit Fund. The Trustee of the Final Chatter Settlement Trust shall allocate all Continuing Funding Amounts to the Benefit Fund. The Trustee of the Final Chatter Settlement Trust also shall allocate to the Benefit Fund that portion, if any, of the Assigned Alps Claims expressly allocated to the Benefit Fund in Section 10.2.

(b) Extraordinary Damages Fund. Within fifteen (15) days after a Final Benefit Determination is rendered for all Class Members who submitted a Benefit Claim Form, the Trustee of the Final Chatter Settlement Trust shall allocate \$5.0 million from the Benefit Fund to the Extraordinary Damages Fund. The Trustee of the Final Chatter Settlement Trust also shall allocate to the Extraordinary Damages Fund that portion, if any, of the Assigned Alps Claims expressly allocated to the Extraordinary Damages Fund in Section 10.2. The Trustee of the Final Chatter Settlement Trust also shall allocate any interest that accrues on or after the Trial Court Approval Date on funds on deposit in either the Initial Settlement Trust or the Final Chatter Settlement Trust to the Extraordinary Damages Fund.

Section 2.4 Funding Extensions

(a) If Kemper Insurance Company fails to deliver all or any portion of \$37.5 million and/or General Star Indemnity Company fails to deliver all or any portion of \$22.5 million to Chatter or the Initial Chatter Settlement Trust on or before the Initial Funding Date, the Initial Funding Amount due on the Initial Funding Date shall be reduced by that portion not delivered by Kemper Insurance Company and/or General Star Indemnity Company; however, within ninety (90) days after the Initial Funding Date, or longer if ordered by the Trial Court, Chatter shall deposit into the Initial Chatter Settlement Trust an amount equal to such reduced portion.

(b) If any action by a third party causes any portion of the amount deposited by Kemper Insurance Company into the Initial Settlement Trust and/or the Final Chatter Settlement Trust to be unavailable to pay claims, the Continuing Funding Date specified in Section 2.2(c) shall be extended by ninety (90) days, or longer if ordered by the Trial Court.

Section 2.5 Other Provisions

(a) The Parties agree that the Final Chattem Settlement Trust is being established to resolve or satisfy one or more contested or uncontested claims that have resulted or may result from an event (or related series of events) that has occurred and has given rise to claims asserting liability arising out of a tort. The Initial Chattem Settlement Trust and the Final Chattem Settlement Trust shall be structured and managed pursuant to the Initial Settlement Trust Agreement and the Final Settlement Trust Agreement, respectively, and will contain customary provisions for such trusts including obligations of the Final Chattem Settlement Trust to provide such information to Chattem and Class Counsel as Chattem or Class Counsel shall reasonably request for financial, legal, regulatory and tax purposes.

(b) The Parties agree that all of the amounts being paid to or on behalf of Class Members pursuant to the terms of this Settlement Agreement are being paid as damages (other than punitive damages) on account of alleged personal physical injuries or alleged physical sickness of the members of the Settlement Class, including physical injuries or physical sickness resulting from alleged emotional harm, as described in 26 U.S.C. §104(a)(2). The Parties further agree that the claims set forth in the definition of Settled Claims in Article I have their origin in such alleged physical personal injuries or physical sickness.

(c) Chattem shall not have any financial obligations under this Settlement Agreement other than the payment obligations explicitly set forth in this Settlement Agreement. Neither Chattem nor any of the other Released Parties shall have any liability to any Class Member arising from the handling of claims by the Trustee, the Claims Administrator, the Chattem Claims Coordinator, or the Class Counsel Claims Coordinator.

(d) All cash and property transferred into the Initial Chattem Settlement Trust and the Final Chattem Settlement Trust shall be the sole property of the Initial Chattem Settlement Trust and the Final Chattem Settlement Trust, respectively, and shall be exempt from Chattem's creditors. All of the assets in the Final Chattem Settlement Trust shall be pledged to secure the performance of all of Chattem's obligations under this Settlement Agreement.

(e) The Trustee shall withhold and pay over such taxes as may be required and shall fulfill all tax filing obligations, including applicable reporting obligations with respect to all distributions and payments pursuant to the terms of this Settlement Agreement. The Initial Chattem Settlement Trust and the Final Chattem Settlement Trust each shall be responsible for all fees, taxes and other costs of administration of the respective Trusts, including, without limitation, taxes on any income or gain earned on any assets in the respective Trusts.

ARTICLE 3 – CLASS MEMBER RIGHTS AND BENEFITS

Section 3.1 Benefit Payments To Class Members

The portion, if any, of the Benefit Fund to which a Class Member is entitled shall be determined pursuant to the terms of the Dexatrim® Case Scoring System and Matrix, attached hereto as Annex I.

Section 3.2 Payment Of Benefits

Payments made pursuant to Section 3.1 shall be made as soon as practical, but in no event later than thirty (30) days after the date on which a Final Benefit Determination is made pursuant to Section 4.2(d) or Section 4.2(e).

Section 3.3 Extraordinary Damages Benefits

(a) In addition to the benefits set forth in Section 3.1, Class Members may be eligible to receive additional compensation under this Settlement Agreement ("Extraordinary Damage Fund Benefits" or "EDF Benefits"). The EDF Benefits, if any, to which a Class Member is entitled shall be determined pursuant to the terms of the Dexatrim® Case Scoring System and Matrix, and are sometimes referred to in the Matrix as the "EDF Award."

(b) Class Members are eligible to receive EDF Benefits if the Class Member: (1) sustained a hemorrhagic stroke or an ischemic stroke, (2) has a Final Determination Matrix Level of IV, V, or VI, and (3) has Documented Unreimbursed or Unreimbursable Economic Damages of at least \$250,000.

(c) "Documented Unreimbursed or Unreimbursable Economic Damages" means the following items, but only to the extent that they relate to a hemorrhagic or ischemic stroke that was caused by the ingestion of a Dexatrim® Product: (1) non-reimbursed out-of-pocket past medical expenses, (2) non-reimbursable future medical expenses, (3) non-reimbursable future living expenses, (4) non-reimbursed past lost wages; (5) non-reimbursable future lost wages, (6) non-reimbursable loss of earning capacity (both past and future), and (7) the amount that a Class Member is required to pay a third party to extinguish a lien for medical expenses. Documentation may consist of medical records, billing records, tax returns, social security earnings statements, expert reports (e.g. economists, life care planners, neurologists, psychiatrists, etc.) or any other documentation or evidence found acceptable by the Class Counsel Claims Coordinator.

Section 3.4 Opt-Out Rights

(a) All Class Members (except as provided in Section 3.4(b) below) are eligible to opt out of the Settlement represented by this Settlement Agreement (the "Opt-Out Right"). Each Class Member wishing to exercise an Opt-Out Right must submit a written letter, signed by the Class Member, that includes the following information: (i) his or her

name, address and telephone number; (ii) with respect to each Dexatrim® Product, the date of ingestion; (iii) with respect to each Dexatrim® Product, the lot number and product number, if available; (iv) whether such Class Member is represented by counsel and if so, the name, address and telephone number of his or her lawyer; and (v) the type of injury alleged (hemorrhagic stroke, ischemic stroke, cardiac injury, or other injury). A copy of the letter must be sent to an address that is set forth in the Notice and postmarked no later than the Opt-Out Deadline, as set by the Trial Court. The Claims Administrator shall promptly forward copies of all such letters to Chattem and to Class Counsel and shall file a list of all such Class Members who exercise an Opt-Out Right with the Court.

(b) In the event that there is both a Dexatrim® Product User or a Representative Claimant and one or more Derivative Claimants, the Dexatrim® Product User's or the Representative Claimant's exercise or failure to exercise an Opt-Out Right shall be binding on the associated Derivative Claimant(s).

ARTICLE 4 – CLAIMS ADMINISTRATION

Section 4.1 Benefit Claim Forms

(a) Each Class Member claiming benefits must submit a claim form ("Benefit Claim Form") attached hereto as Annex III, to the Claims Administrator on or before the Benefit Claim Form Deadline. The Class Member must complete the portions of the Benefit Claim Form relating to the category(ies) that the Class Member believes entitle him or her to Benefits under Section 3.1. Any Class Member who does not submit a Benefit Claim Form on or before the Benefit Claim Form Deadline shall not be eligible to receive any benefits under this Settlement Agreement.

(b) Within thirty (30) days after the Claims Administrator receives a Benefit Claim Form, the Claims Administrator shall: (i) assign a unique identifying number to the claim ("Chattem Settlement Claim Number") where one has not already been assigned; and (ii) if necessary, notify the Class Member or the Class Member's Counsel regarding the nature of any deficiency in the Benefit Claim Form. Benefit Claim Forms that fail to provide required information and/or documentation shall not be considered "complete." Within thirty (30) days after receiving a complete Benefit Claim Form, or earlier if requested by the Chattem Claims Coordinator, the Claims Administrator shall provide a copy of the complete Benefit Claim Form and any other information or documentation submitted by the Class Member with the Benefit Claim Form to the Chattem Claims Coordinator.

(c) Within thirty (30) days after the Chattem Claims Coordinator receives a complete Benefit Claims Form from the Claims Administrator, or upon Final Judicial Approval, whichever is later, the Claims Administrator shall, at the request of the Chattem Claims Coordinator, request the additional information and documentation specified in the Supplemental Benefit Claim Form attached hereto as Annex IV ("Supplemental Benefit Claim Form"). The Claims Administrator shall establish a deadline by which the Class Member must complete the Supplemental Benefit Claim Form. This deadline shall be a

date that is no less than one hundred and twenty (120) days from the date the Claims Administrator mails the Supplemental Benefit Claim Form to the Class Member.

(d) Each Class Member to whom it is sent must complete the Supplemental Benefit Claim Form and return it along with all requested documentation to the Claims Administrator on or before the deadline set forth in the Supplemental Benefit Claim Form. Any Class Member who is required to submit a Supplemental Claim Form and who does not submit a Supplemental Claim Form on or before the deadline shall not be eligible to receive any benefits under this Settlement Agreement.

(e) Within thirty (30) days after the Claims Administrator receives a Supplemental Benefit Claim Form, the Claims Administrator shall notify the Class Member or the Class Member's Counsel of any additional information that is necessary to make a preliminary determination as to the benefit, if any, to which the Class Member is entitled. A Supplemental Benefit Claim Form shall be deemed "complete" when the Class Member has submitted all information and documentation specified in the Supplemental Claim Form Completeness Checklist, attached hereto as Annex V. Within thirty (30) days after receiving a complete Supplemental Benefit Claim Form, or earlier if requested by the Chattem Claims Coordinator, the Claims Administrator shall provide to the Chattem Claims Coordinator a copy of the complete Supplemental Benefit Claim Form and any other information or documentation submitted by the Class Member with the Supplemental Benefit Claim Form.

Section 4.2 Benefit Determination

(a) As soon as practicable, but in no event more than one hundred and twenty (120) days after receiving a complete Benefit Claim Form and, if applicable, a complete Supplemental Benefit Claim Form, the Chattem Claims Coordinator shall meet and confer with the Class Member or the Class Member's Counsel to make a preliminary determination as to whether the Class Member is entitled to any benefits, and if so, the benefit to which the Class Member is entitled (the "Preliminary Benefit Determination"). The Preliminary Benefit Determination shall be determined pursuant to the terms of the Dexatrim® Case Scoring System and Matrix. If, after meeting and conferring in good faith pursuant to this Section 4.2(a), the Chattem Claims Coordinator and the Class Member or Class Member's Counsel are unable to agree on a Preliminary Benefit Determination, the Chattem Claims Coordinator shall provide the Claims Administrator with a completed Case Scoring Worksheet representing the Chattem Claims Coordinator's Preliminary Benefit Determination.

(b) Within ten (10) days of receiving the Chattem Claims Coordinator's Preliminary Benefit Determination described in Section 4.2(a), the Claims Administrator shall mail, via Certified Mail - Return Receipt Requested, notice to the Class Member or the Class Member's Counsel of such determination, and shall attach the completed Case Scoring Worksheet.

(c) Within thirty (30) days after the date on which the Claims Administrator mails notice of the Chattem Claims Coordinator's Preliminary Benefit Determination to the applicable Class Member or the Class Member's Counsel, the Class Member may challenge the Chattem Claims Coordinator's Preliminary Benefit Determination. To challenge the Chattem Claims Coordinator's Preliminary Benefit Determination, the Class Member must submit a complete Case Scoring Worksheet along with a narrative description that is no more than ten (10) pages in length, excluding exhibits, and that: (i) identifies the specific Case Scoring Component(s) in the Chattem Claims Coordinator's Preliminary Benefit Determination that the Class Member is challenging; and (ii) for each Case Scoring Component that the Class Member is challenging, states the Total Matrix Score the Class Member believes is accurate and sets forth all facts and arguments in support of the Total Matrix Score that the Class Member believes is accurate.

(d) If the Class Member does not challenge the Chattem Claims Coordinator's Preliminary Benefit Determination within the time frame set forth in Section 4.2(c), the Chattem Claims Coordinator's Preliminary Benefit Determination shall constitute a final and binding determination of all benefits (except, if applicable, EDF Benefits pursuant to Section 3.3) to which that Class Member is entitled ("Final Benefit Determination"). The Final Benefit Determination shall be determined pursuant to the terms of the Dexatrim® Case Scoring System and Matrix. If the Class Member challenges the Chattem Claims Coordinator's Preliminary Benefit Determination as set forth in Section 4.2(c), the Special Master described in Section 4.2(e) shall make a Final Benefit Determination in accordance with Section 4.2(e).

(e) The Parties shall request that the Trial Court appoint Judge John Keefe (Ret.) as a Special Master to, among other things, make final determinations when a Class Member challenges the Chattem Claims Coordinator's Preliminary Benefit Determination ("Special Master"). The Trial Court has the authority to remove the Special Master and to appoint more than one Special Master. The Special Master shall be compensated a reasonable fee for his time from the Benefit Fund. For each challenge of a Preliminary Benefit Determination, the Special Master shall meet and confer with the Chattem Claims Coordinator and the applicable Class Member or Class Member's Counsel and shall determine the scope of discovery and schedule an arbitration hearing at a date, time, and place of the Special Master's choosing, which should be no later than one hundred and twenty (120) days after the "meet and confer" with the Special Master. Neither the Class Member nor the Chattem Claims Coordinator need personally appear at the "meet and confer" with the Special Master or the arbitration hearing, and either side may appear by telephone. The Special Master shall have the discretion to create reasonable and ordinary procedural rules and requirements for the arbitration. Within thirty (30) days after the arbitration hearing set forth in this Section 4.2(e), the Special Master shall render a Final Benefit Determination based on the application of the Matrix and the guidelines set forth in this Agreement.

(f) The Chattem Claims Coordinator shall be entitled to obtain reasonable discovery related to any Class Member who challenges a Preliminary Benefit Determination. The scope of such discovery shall be limited to the Case Scoring Component(s) challenged by

the Class Member and may specifically include, but is not limited to, access to the Class Member's medical records and the ability to take oral depositions of the Class Member and the medical providers that diagnosed and treated the injury for which the Class Member seeks benefits. Class Members are also entitled to obtain reasonable discovery limited to the Case Scoring Component(s) challenged by the Class Member; however, it is expressly understood that Class Members are not entitled to obtain any discovery from any Released Parties. The Special Master shall resolve any disputes regarding the scope of the Chattem Claims Coordinator's right to discovery. The Special Master shall allow a reasonable time for the Chattem Claims Coordinator to conduct discovery prior to the arbitration hearing date described in Section 4.2(e).

(g) The arbitration pursuant to Section 4.2(e) shall be limited to deciding only the Case Scoring Component(s) challenged by the Class Member at the time he or she submitted his or her challenge pursuant to Section 4.2(c). All Case Scoring Components not challenged by the Class Member in the time permitted by Section 4.2(c) shall be deemed conclusively established. The Special Master shall conduct a *de novo* review of the Case Scoring Component(s) challenged by the Class Member, and neither party bears any higher burden than the other party.

(h) The Special Master shall have the sole discretion to exclude any evidence from the arbitration hearing described in Section 4.2(e). The Special Master shall exclude all evidence that would have been responsive to the Benefit Claim Form or the Supplemental Benefit Claim Form, but was not submitted by the Class Member to the Claims Administrator on or before the date that the Class Member's Benefit Claim Form or Supplemental Benefit Claim Form was due; however, the Special Master has the authority to make exceptions to this exclusionary rule upon the showing of good cause.

(i) When making a Final Determination, the Special Master shall make a decision with respect to each Case Scoring Component(s) challenged by the Class Member. The Special Master shall then complete a Case Scoring Worksheet and arrive at Matrix Level to which the Class Member is assigned and the Settlement Compensation Amount to which the Class Member is entitled. After determining the Settlement Compensation Amount to which the Class Member is entitled, the Special Master shall choose between: (a) the Settlement Compensation Amount in the Case Scoring Worksheet submitted with the Chattem Claims Coordinator's Preliminary Benefit Determination, and (b) the Settlement Compensation Amount in the Case Scoring Worksheet submitted by the Class Member at the time he or she challenged the Chattem Claims Coordinator's Preliminary Benefit Determination. The Special Master shall select the one of the two Settlement Compensation Amounts that the Special Master finds most reasonable and appropriate pursuant to the application of the Dexatrim® Case Scoring System and Matrix and the guidelines set forth in this Agreement. If the Special Master chooses the amount submitted by the Chattem Claims Coordinator, the Class Member shall pay a penalty to the Final Chattem Settlement Trust, and if the Special Master chooses the amount submitted by the Class Member, Chattem shall pay a penalty to the Final Chattem Settlement Trust. Such penalty shall be decided by the Special Master, but in no event shall the penalty be less than \$10,000.

Section 4.3 Extraordinary Damage Benefit Claim Form

(a) Each Class Member claiming benefits under Section 3.3 must submit a complete claim form for payment of benefits out of the Extraordinary Damage Fund ("EDF Benefit Claim Form") attached hereto as Annex VI, to the Claims Administrator. The deadline to submit an EDF Benefit Claim Form shall be the date the Class Member is required to submit a Supplemental Benefit Claim Form. Any Class Member who does not submit an EDF Benefit Claim Form on or before this deadline shall not be eligible to receive EDF Benefits.

(b) Within thirty (30) days after the Claims Administrator receives an EDF Benefit Claim Form, the Claims Administrator shall: (i) if necessary, notify the Class Member or the Class Member's Counsel regarding the nature of any deficiency in the EDF Benefit Claim Form; and (ii) serve a copy of the EDF Benefit Claim Form and any other information or documentation submitted by the Class Member with the EDF Benefit Claim Form to the Class Counsel Claims Coordinator and the Chattem Claims Coordinator. EDF Benefit Claim Forms shall be deemed "complete" when the Class Member has submitted all information and documentation specified on the EDF Benefit Claim Form Completeness Checklist, attached hereto as Annex VIII. Class Members shall be required to correct any deficiencies within thirty (30) days after they are notified of such deficiencies.

(c) Within sixty (60) days after the Chattem Claims Coordinator and the Class Counsel Claims Coordinator receive an EDF Benefit Form from the Claims Administrator, the Chattem Claims Coordinator and the Class Counsel Claims Coordinator shall meet and confer to determine if sufficient information exists to make a preliminary determination as to the EDF Benefit, if any, to which the Class Member is entitled. If either the Class Counsel Claims Coordinator or the Chattem Claims Coordinator believes that additional information is required before making such determination, such information shall be requested from the Class Member or Class Member's Counsel, if any. When the Chattem Claims Coordinator and the Class Counsel Claims Coordinator agree that sufficient information exists to make a preliminary determination as to the EDF Benefit, if any, to which the Class Member is entitled, the EDF Benefit Claim Form shall be considered "complete."

Section 4.4 Extraordinary Damages Benefit Determination

(a) Within thirty (30) days after a Final Benefit Determination is rendered for all Class Members who submitted a Benefit Claim Form, the Chattem Claims Coordinator and the Class Counsel Claims Coordinator shall meet and confer and make a recommendation as to the distribution of the Extraordinary Damages Fund (the "EDF Distribution Recommendation"). The EDF Distribution Recommendation shall be determined pursuant to the terms of the Dexatrim® Case Scoring System and Matrix.

(b) Within five (5) days of making the EDF Distribution Recommendation described in Section 4.4(a), the Class Counsel Claims Coordinator shall provide the Special Master

with a copy of the EDF Distribution Recommendation and a copy of all EDF Benefit Claims Forms submitted by Class Members. The Class Counsel Claims Coordinator shall also serve a copy of the EDF Distribution Recommendation on all Class Members who submitted an EDF Benefit Claim Form. Any such Class Member may submit an alternative recommendation to the Special Master.

(c) Within sixty (60) days after the date that the Class Counsel Claims Coordinator mails notice of the EDF Distribution Recommendation, the Special Master shall make a final and binding determination as to the distribution of the Extraordinary Damages Fund ("Final EDF Distribution Determination"). The Final EDF Distribution Determination shall be determined pursuant to the terms of the Dexatrim® Case Scoring System and Matrix.

Section 4.5 Liens

(a) Lien In General. Class Members are each responsible for any and all claims or liens, past, present or future, known or unknown, by any person, entity, insurance carrier, company, business, firm, corporation or governmental entity or agency (including, but not limited to government liens) as a result of any injury the Class Member alleges arises out of the Class Member's ingestion of a Dexatrim® Product.

(b) Government Liens. If the Chatterm Claims Coordinator or the Class Counsel Claims Coordinator is aware that a state or federal government agency may have a lien on benefits due to a Class Member, the Claims Administrator shall withhold that amount, as ordered by the Trial Court, that is reasonably necessary to satisfy such lien(s). In order to facilitate this process and to ensure government liens are identified, the name, date of birth, and social security number of each class member shall be made available for the inspection of the appropriate government agency.

(c) Lien Hearing. The Parties shall request that the Trial Court hold a hearing for the purpose of determining the amounts owed to state or federal governmental agencies to satisfy liens related to any Settled Claim.

(d) Attorney Liens. If the Class Member states that he or she is represented by counsel in the Benefit Claim Form, the Claims Administrator shall endeavor to make all benefits payable made in the name of the Class Member and the attorney(s) identified by the Class Member in the Benefit Claim Form. However, none of the Released Parties nor the Claims Administrator shall be responsible for any failure to do so. Any notice of representation or change in representation other than that which is made in the Benefit Claim Form shall not change the application of this section.

(e) Indemnity. Any Class Member who receives Benefits from this Settlement Agreement shall be required to indemnify and hold harmless the Released Parties and Class Counsel (but only in their capacity as Class Counsel) from any and all claims, demands, causes of action, of any and every nature whatsoever, made by any person, entity, firm or corporation claiming by, through or under such Class Member, by right of

assignment or subrogation, in connection with the Released Claims, or by virtue of having paid or reimbursed medical expenses or other compensation arising out of or related to such Class Member's alleged use of a Dexatrim Product.

Section 4.6 Claims Administration Procedures

(a) Any disagreement as to the interpretation of the Settlement Agreement or the Matrix as they relate to deciding the benefits, if any, to which a Class Member is entitled shall be resolved by the Special Master. Class Counsel, the Claims Administrator, and Chattem may request that the Special Master issue an opinion to resolve an actual controversy regarding the interpretation of the Settlement Agreement or the Matrix.

(b) The Special Master shall, where necessary, create Claims Administration Procedures that provide specific details about how claims are administered. The Claims Administration Procedures promulgated by the Special Master shall comply with the terms set forth in the Settlement Agreement and the Matrix.

Section 4.7 General Claims Administration Matters

(a) Any and all materials submitted by a Class Member pursuant to this Article 4 shall be deemed submitted on the date that such material is post-marked. In the absence of a post-mark or if such post-mark is illegible, the date of receipt shall be the date such material is deemed submitted.

(b) None of Chattem, the Claims Administrator, the Initial Chattem Settlement Trust, the Final Chattem Settlement Trust, the Chattem Claims Coordinator, or the Class Counsel Claims Coordinator shall be responsible for or in any way accept any liability with respect to deficient Claim Forms.

(c) None of the Claims Administrator, the Chattem Claims Coordinator nor the Class Counsel Claims Coordinator shall be liable to the Initial Chattem Settlement Trust or the Final Chattem Settlement Trust to any person holding a personal injury claim or to any other person except for the Claims Administrator's, the Chattem Claims Coordinator's or the Class Counsel Claims Coordinator's own breach of trust committed in bad faith or for willful misconduct. None of the Claims Administrator, the Chattem Claims Coordinator or the Class Counsel Claims Coordinator shall be liable for any act or omission of any of their respective officers, agents, employees, consultants, or other Representative unless the Claims Administrator, the Chattem Claims Coordinator or the Class Counsel Claims Coordinator acts with bad faith or willful misconduct in the selection or retention of such officer, agent, employee, consultant, or other representative.

(d) The provisions of this Section 4.7 shall apply to all persons or entities engaged by the Claims Administrator, the Chattem Claims Coordinator, and the Class Counsel Claims Coordinator to render services relating to the Settlement.

(c) The Claims Administrator shall be compensated reasonable fees from the Benefit Fund.

Section 4.8 Fraudulent Claims

(a) In the event that the Special Master determines that any Class Member has submitted a fraudulent claim or allegation, the Special Master may reduce the benefits to which the Class Member may be entitled under this Settlement Agreement by any amount deemed appropriate by the Special Master. In addition to reducing or eliminating a Class Member's benefits, the Special Master, in his or her discretion, may refer and recommend to the Trial Court or any other appropriate court, monetary or injunctive sanctions against the Class Member and/or the Class Member's Counsel including, but not limited to, forfeiture of attorney fees and costs, or the institution of grievance proceedings.

(b) Nothing in this Settlement Agreement shall restrict the Chatterm Claims Coordinator from obtaining discovery related to suspected fraudulent claims, as permitted by the Special Master.

ARTICLE 5 - ATTORNEYS' FEES

Section 5.1 Existing Contingency Fee Agreements

(a) Attorneys who entered into contingency fee agreements with Class Members after December 21, 2003 are entitled only to reasonable fees for filling out claim forms and consulting with their clients, up to a cap of 10% of the Class Member's Total Settlement Compensation, or \$10,000, whichever is less. It is hereby understood that any date that any different provision in the Matrix is replaced with this provision.

(b) Except as set forth in Section 5.1(a), nothing in this agreement is intended to void or to otherwise alter reasonable contingent fee contracts.

Section 5.2 Plaintiff's Litigation Expense Fund

(a) Before making any payment to any Class Member under this Settlement Agreement, the Trustee of the Final Chatterm Settlement Trust shall deduct that amount, if any, required by MDL 1407 Amended Case Management Order No. 8 and 16 Establishing Plaintiff's Litigation Expense Fund.

(b) The Trustee of the Final Chatterm Settlement Trust shall deposit all amounts deducted in accordance with Section 5.2(a) to the MDL 1407 Fee and Cost Account in accordance with MDL 1407 Amended Case Management Order No. 8 and 16 Establishing Plaintiff's Litigation Expense Fund.

(c) For the purposes of applying MDL 1407 Amended Case Management Order No. 8 and 16 Establishing Plaintiff's Litigation Expense Fund, all claims settled by this Settlement Agreement are deemed to be settled within the jurisdiction of the Trial Court.

Section 5.3 Any Other Attorneys Fees or Costs

Class Counsel agree that they will not seek any attorneys fees or costs from any of the Released Parties; however, the Released Parties agree that they will not object to any reasonable application by Class Counsel for common benefit fees from other sources.

ARTICLE 6 – GENERAL TERMINATION AND RELEASE

Section 6.1 Good Faith Settlement

The Parties agree that this Settlement Agreement is made in good faith and in accordance with the laws of the jurisdictions in which Dexatrim® Products Related lawsuits have been filed. If required by any court or tribunal, Class Counsel agree to cooperate with Chattem and the other Released Parties by providing affidavits and/or testimony concerning the circumstances of the settlement contemplated by this Settlement Agreement and attesting to the fact that it is a good faith settlement.

Section 6.2 Release

(a) Unless this Settlement Agreement shall have been terminated in accordance with Article 8 hereof, after the Court approves this Settlement Agreement as a good faith, fair, adequate and reasonable settlement, the Parties hereby agree that every Settled Claim of each Class Member (other than a Class Member who exercises an Opt-Out Right pursuant to Section 3.4) shall be conclusively compromised, settled and released as to Chattem and each other Released Party. Such releases shall remain effective regardless of changes in the circumstances or condition of Chattem, the other Released Parties or such Class Members, discovery of new or additional facts, or changes in applicable law. In making such releases each Class Member (other than a Class Member who exercises an Opt-Out Right pursuant to Section 3.4) shall be deemed to expressly acknowledge and waive all rights that such Class Member may have under any statute, regulation or common law principle that would limit the effect of the release provided in this Settlement Agreement to those claims actually known and/or suspected to exist at the time the release is giving, including, without limitation, the provisions of Section 1542 of the Civil Code of the State of California (notwithstanding that this Settlement Agreement does not provide for the application of California law), which provides that "[a] general release does not extend to claims which the creditor does not know or suspect exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Consistent with the provisions of Article 8 of this Settlement Agreement, the releases herein shall extinguish any claims for contribution and/or indemnification against Chattem or the other Released Parties.

(b) By entering into this Settlement Agreement, Class Members agree that they have no standing to pursue claims under any of the Released Parties' insurance policies or rights under those policies with regard to any insurance proceeds or any other obligations owed or potentially owed under the policies, and any agreement between the Released Party(ies) and any of their insurers regarding such policies, coverage limits and payments of insurance proceeds shall be binding on the Class Members.

Section 6.3 Requests to the Trial Court

The Parties hereby agree to request that the Court enter an order finding this Settlement Agreement to be a good faith settlement and barring and enjoining, to the extent permitted by applicable law, the commencement and prosecution of any contribution and/or indemnification claim or action by or on behalf of any Class Member (other than a Class Member who exercises an Opt-Out Right pursuant to Section 3.4) or entity against Chattem or any other Released Party for reimbursement for payments made or to be made to or on behalf of any such Class Member for Dexatrim® Products Related claims, actions or injuries, or for expenses incurred in defending against any such claims, actions or proceedings. The Parties agree that Chattem and the other Released Parties shall be entitled to dismissal with prejudice of any claims against them by or on behalf of any Class Member (other than a Class Member who exercises an Opt-Out Right pursuant to Section 3.4) that violate or are inconsistent with this bar.

Section 6.4 No Recovery from Released Parties Outside This Agreement

The Parties agree that no Class Member (other than Class Members who properly and timely exercise their Opt-Out Rights) may recover, directly or indirectly, any sums from Chattem or any other Released Party other than those received under this Settlement Agreement.

Section 6.5 Claim Forms

Each Class Member (other than a Class Member who exercises an Opt-Out Right pursuant to Section 3.4) otherwise entitled to receive benefits under this Settlement Agreement shall be required, as a further condition to receive benefits hereunder, to execute and deliver a complete Benefit Claim Form and, if applicable, a complete Supplemental Claim Form and, if applicable, a complete EDF Benefit Claim Form by the deadlines set forth in Article 4.

ARTICLE 7 – CONTINUING JURISDICTION

Section 7.1 Trial Court Retains Jurisdiction

The Court shall retain exclusive and continuing jurisdiction of the Complaint, the Parties, all Class Members (other than a Class Member who exercises an Opt-Out Right pursuant to Section 3.4), Chattem and the other Released Parties, and over this Settlement Agreement with respect to the performance of the terms and conditions of the Settlement

Agreement, to assure that all disbursements are properly made in accordance with the terms of the Settlement Agreement, and to interpret and enforce the terms, conditions and obligations of this Settlement Agreement. Other than provided herein, the Court shall have the power to approve the designation, appointment and removal of auditors, consultants and disbursing agents, the Chattem Claims Coordinator, the Class Counsel Claims Coordinator, and the execution of contracts as necessary and appropriate to assure the administration of this Settlement Agreement. Any dispute that arises under this Settlement Agreement shall be submitted to the Court. If any dispute is so submitted, each party concerned shall be entitled to seven (7) days' written notice (or otherwise as the Court may for good cause direct) and the opportunity to submit evidence and to be heard on oral argument as the Court may direct. To the extent that additional or different procedures for dispute resolution are provided, or standards to be applied in connection therewith are devised, under any other provision of this Settlement Agreement, such other provisions shall control.

ARTICLE 8 – TERMINATION

Section 8.1 Termination By Chattem

(a) In the event that more than one hundred and ninety (190) Class Members submit a Benefit Claim Form that alleges either an ischemic stroke or a hemorrhagic stroke, Chattem shall have the option to terminate and withdraw from this Settlement Agreement at any time prior to 5:00 p.m. Pacific Time on the date that is five (5) days prior to the Fairness Hearing Date. The Fairness Hearing shall be set on a date that is at least 50 days after the Benefit Claim Form Deadline.

(b) In the event that the aggregate benefits which all persons who exercised the Opt-Out Right and who allege either a hemorrhagic stroke or an ischemic stroke would have received pursuant to the Dexatrim® Case Scoring System and Matrix if those persons had not exercised the Opt-Out Right ("Aggregate Opt-Out Matrix Value") exceed \$13,750,000, Chattem shall have the option to terminate and withdraw from this Settlement Agreement at any time prior to 5:00 p.m. Pacific Time on the date that is five (5) days prior to the Fairness Hearing Date.

(c) If Chattem intends to terminate this Settlement Agreement pursuant to Section 8.1(b), Chattem shall file a Notice of Termination with the Trial Court and serve it on Class Counsel by fax and U.S. mail on or before the date that is five (5) days prior to the Fairness Hearing Date. If Chattem terminates this Settlement Agreement under any provision, the Fairness Hearing shall be cancelled. If Class Counsel believes that the Aggregate Opt-Out Matrix Value does not exceed \$13,750,000, Class Counsel may object to Chattem's termination of this Agreement by filing a Notice of Objection to Termination with the Trial Court and serving it on the Special Master and Chattem by fax and U.S. Mail within three (3) days of the date on which Chattem filed and served its Notice of Termination. If Class Counsel files a Notice of Objection to Termination, the Special Master shall, after a hearing with the Chattem Claims Coordinator and Class Counsel, make a final and binding determination of the Aggregate Opt-Out Matrix Value.

If the Special Master determines that the Aggregate Opt-Out Matrix Value did not exceed \$13,750,000, the Trial Court shall re-schedule the Fairness Hearing to an appropriate date and make all orders necessary and related thereto.

(d) Any proceedings before the Special Master to determine the Aggregate Opt-Out Matrix Value, as well as all documents related thereto, shall remain confidential and shall not be used for any purpose other than to determine the Aggregate Opt-Out Matrix Value for purposes of this termination provision.

(e) If Chattem exercises its right to terminate and withdraw from this Settlement Agreement, it shall give written notice to the Court and to Class Counsel.

(f) In the event that any of the conditions set forth in Section 9.3 have not been satisfied or waived by Chattem, as applicable (and such conditions are no longer capable of being satisfied), Chattem shall have the right to terminate and withdraw from this Settlement Agreement by written notice to the Court and Class Counsel.

(g) In the event that Chattem terminates and withdraws from this Settlement Agreement in accordance with this Section 8, no Party shall have any further obligations hereunder.

ARTICLE 9 -- SETTLEMENT IMPLEMENTATION

Section 9.1 General

(a) In order to become effective, this Settlement Agreement must receive Final Judicial Approval.

Section 9.2 Approval Process Provisions

(a) After the date of this Settlement Agreement, the Parties shall file a joint motion requesting preliminary approval of the Settlement Agreement and approval of the forms of notice (the "Notice").

(b) Chattem shall consent to class certification for settlement purposes only; however, Chattem shall retain its right to contest class certification for any purposes other than the approval of this Settlement Agreement.

(c) The Parties shall cooperate and assist in all of the filings and proceedings relating to the obtaining Trial Court Approval and in any further filings and proceedings necessary to obtain Final Judicial Approval of the Settlement, and in any related appeals.

(d) Upon Final Judicial Approval, the Class Counsel and all Class Members shall cooperate with Chattem and any other Released Party to cause the dismissal, with prejudice and without costs, of any action against Chattem or any Released Party

CLASS ACTION SETTLEMENT AGREEMENT

Page 27

asserting a Settled Claim brought by or on behalf of any Class Member (other than a Class Member who exercises an Opt-Out Right pursuant to Section 3.4) entitled to benefits hereunder, including but not limited to class actions, whether or not certified as such, which are pending in any State or federal court. Upon Trial Court Approval, the Class Counsel and all such Class Members shall cooperate with Chattem and any other Released Party to cause further proceedings in all such settled actions to be stayed pending Final Judicial Approval.

Section 9.3 Conditions

(a) Chattem's obligations under this Settlement Agreement will be subject to the following conditions:

- (i) Trial Court Approval of the Settlement, which approval order or orders shall:
 - (1) Confirm the certification of the Settlement Class, under Fed. R. Civ. P. 23(a), 23(b)(2) and 23(b)(3) for settlement purposes only;
 - (2) Confirm the appointment of the Class Representatives as the Representatives of the Settlement Class;
 - (3) Approve this Settlement Agreement in its entirety pursuant to Fed. R. Civ. P. 23(e) as fair, reasonable, adequate, and non-collusive;
 - (4) Dismiss with prejudice and without costs all claims and actions asserting Settled Claims against any Released Party pending before the Court (other than claims and actions of a Class Member who exercises an Opt-Out Right pursuant to Section 3.4);
 - (5) Bar and enjoin all Class Members (other than a Class Member who exercises an Opt-Out Right pursuant to Section 3.4) entitled to benefits hereunder from asserting and/or continuing to prosecute against Chattem or any other Released Party any and all Settled Claims which the Class Member (other than a Class Member who exercises an Opt-Out Right pursuant to Section 3.4) had, has, or may have in the future in any federal or State court;
 - (6) Reserve the Court's continuing and exclusive jurisdiction over the Parties, including Chattem and the Class Members (other than a Class Member who exercises an Opt-Out Right pursuant to Section 3.4), to administer, supervise, interpret, and enforce this Settlement Agreement in accordance with its terms and to supervise the operation of the Initial Chattem Settlement Trust and the Final Chattem Settlement Trust; and

CLASS ACTION SETTLEMENT AGREEMENT

Page 28

- (7) Enter such other orders as are needed to effectuate the terms of the Settlement Agreement; and
- (ii) Final Judicial Approval of this Settlement Agreement.

ARTICLE 10 – ASSIGNMENT OF CLAIMS

Section 10.1 Class Members' Claims Against Alps

Class Members hereby assign to Chattem, effective upon Final Judicial Approval, any and all claims against Alps Pharmaceutical Ind. Co., Ltd., regardless of legal theory, that arise out of or relate to any of the Dexatrim® Products or their development, manufacture, formulation, testing, distribution, marketing, labeling, regulatory submissions, advertising, sale, or ingestion ("Assigned Alps Claims").

Section 10.2 Recovery From Alps

Class Counsel may reach a settlement agreement of the Assigned Alps Claims at any time prior to the date that is fourteen (14) days prior to Trial Court Approval, provided that Alps agrees to pay a sum acceptable to Chattem (in consultation with Class Counsel) into the Initial Chattem Settlement Trust. Half of any amount paid by Alps in satisfaction of such agreement shall be allocated to the Extraordinary Damages Fund and the other half shall be allocated to the Benefit Fund.

Section 10.3 Duty To Cooperate With Assigned Claims

Other than expressly provided in Section 10.2, Class Members and Class Counsel shall take no action that compromises Chattem's ability to prosecute the Assigned Alps Claims. Class Members and Class Counsel shall use reasonable efforts to cooperate with Chattem in the prosecution of these claims.

ARTICLE 11 – MISCELLANEOUS

Section 11.1 Confidential Information

Any information provided by or regarding a Class Member or otherwise obtained pursuant to this Settlement Agreement shall be kept confidential and shall not be disclosed except to appropriate persons to the extent necessary to process Claims or provide benefits under this Settlement Agreement or as otherwise expressly provided in this Settlement Agreement (including, but not limited to, information to be released in connection with the determination of government liens in accordance with Section 4.5(b)). All Class Members shall be deemed to have consented to the disclosure of this information for these purposes.

Section 11.2 Successors and Assigns

This Settlement Agreement shall be binding on the successors and assigns of the Parties.

Section 11.3 Use of Settlement and Negotiations in Other Proceedings

The Parties to the Settlement, including Chattem, the other Released Parties, or any Class Member, shall not seek to introduce and/or offer the terms of the Settlement Agreement, any statement, transaction or proceeding in connection with the negotiation, execution or implementation of this Settlement Agreement, any statements in the Notice documents delivered in connection with this Settlement Agreement, stipulations, agreements, or admissions made or entered into in connection with the fairness hearing or any finding of fact or conclusion of law made by the Trial Court, or otherwise rely on the terms of this Settlement Agreement, in any judicial proceeding, except insofar as it is necessary to enforce the terms of the Settlement Agreement (or in connection with the determination of any income tax liability of a Party). If a Class Member who is not entitled to benefits hereunder seeks to introduce and/or offer any of the matters described herein in any proceeding, the restrictions of this Section 11.3 shall not be applicable to Chattem and the other Released Parties with respect to that Class Member. If a Class Member who has timely and properly exercised an Opt-Out Right seeks to introduce and/or offer any of the matters described herein in any proceeding, the restrictions of this Section 11.3 shall not be applicable to Chattem and the other Released Parties with respect to that Class Member.

Section 11.4 No Admission of Liability or Lack of Merit

Neither this Settlement Agreement nor any Annex, document or instrument delivered hereunder nor any of the statements in the notice documents in connection herewith, nor any statement, transaction or proceeding in connection with the negotiation, execution or implementation of this Settlement Agreement, is intended to be or shall be construed as or deemed to be evidence of an admission or concession by Chattem, or the Released Parties of any liability or wrongdoing or of the truth of any allegations asserted by any plaintiff against it or them, or as an admission by the Class Representatives or members of the Settlement Class of any lack of merit in their claims, and no such statement, transaction or proceeding shall be admissible in evidence for any such purpose except for purposes of obtaining approval of this Settlement Agreement in this or any other proceeding.

Section 11.5 Titles and Headings

The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

Section 11.6 Distribution of Remaining Funds

(a) After all claims are paid in accordance with Section 3.2 and all appeals are resolved in accordance with Section 4.2(f), any funds remaining in the Benefit Fund shall be paid to Chatterm.

(b) If, after all claims are paid in accordance with Section 3.3, any funds remain in the Extraordinary Damages Fund, Class Counsel shall propose an equitable distribution plan for approval by the Trial Court.

Section 11.7 Notice to Parties

Any notice, request, instruction or other document to be given by any Party to another Party shall be in writing and delivered personally or sent by Federal Express or facsimile (which such facsimile notice shall be deemed effective as of the time of receipt of confirmation by the sending party) as follows, or as otherwise instructed by a notice delivered to the other Party pursuant to this subsection:

If to Chatterm:

Miller & Martin PLLC
Suite 1000 Volunteer Building
832 Georgia Avenue
Chattanooga, TN 37402-2289
Attention: Roger Dickson, Esq.
C. Crews Townsend, Esq.
Facsimile: (423) 785-8480

If to the Class Representatives or Class Counsel:

Christopher Seeger and Stephen Weiss
Seeger Weiss LLP
One William Street
New York, NY 10004
Facsimile: (212) 584-0799

With copies to:
James Green and Mike Heaviside
Ashcraft & Gerel LLP
2000 L Street, N.W., Suite 400
Washington, D.C. 20036
Facsimile: (202) 416-6392

Ramon Rossi Lopez
Lopez, Hodes, Restaino, Milman & Skikos
450 Newport Center Drive

Second Floor
Newport Beach, California 92660
Facsimile: (949) 640-8294

Ron Michael Meno
Early, Ludwick & Sweeney, LLC
One Century Tower
265 Church Street
New Haven, CT 06508-1866
Facsimile: (203) 785-1671

Section 11.8 Receipt of Documentation

Unless otherwise specified, any form or other documentation required to be submitted under this Settlement Agreement shall be deemed timely if it is postmarked on or before the date by which it is required to be submitted under this Settlement Agreement.

Section 11.9 No Third Party Beneficiaries

No provision of this Settlement Agreement or any Annex hereto is intended to create any third-party beneficiary to this Settlement Agreement, except the Released Parties.

Section 11.10 Entire Agreement

This Settlement Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and, except as specifically set forth herein or therein, supersedes and cancels all previous agreements, negotiations, and commitments in writings between the Parties hereto with respect to the subject matter hereof. This Settlement Agreement may not be changed or modified in any manner unless in writing and signed by a duly authorized officer of Chattem and by a duly authorized representative of the Class Representatives.

Section 11.11 Governing Law

This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to conflict of laws principles thereunder.

Section 11.12 Certification of Different Classes

In the event that the Court approves a certification of the Settlement Class other than that contemplated by this Settlement Agreement, the parties hereby agree that they shall amend this Settlement Agreement to reflect such certification.

Section 11.13 Original Signatures

This Settlement Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

Section 11.14 Severance of Agreement

Chattem, prior to Trial Court Approval and with the mutual consent of the other Parties and the Court, may separate the Settlement Class and this Settlement Agreement into separate Settlement Classes and Settlement Agreements.

IN WITNESS WHEREOF, the Parties have duly executed this Class Action Settlement Agreement among Chattem and the Class Representatives, by their respective counsel as set forth below, as of the 13th day of April, 2004.

COUNSEL FOR CHATTEM, INC:

MILLER & MARTIN PLLC

By:  Date: 4-13-04

COUNSEL FOR CLASS MEMBERS:


SEEGER WEISS LLP

By:  Date: 4/13/04

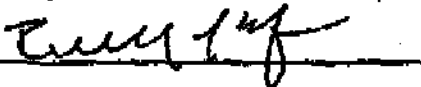
ASHCRAFT & GEREL

By:  Date: 4/13/04

LOPEZ, HODES, RESTAINO, MILMAN & SKIKOS

By:  Date: 4/13/04

EARLY, LUDWICK & SWEENEY, LLC

By:  Date: 4/13/04

**IN RE DEXATRIM CLASS SETTLEMENT
BENEFIT CLAIM FORM**

Please provide the following information for each individual on whose behalf a claim is being made. You must complete the entire form. Reference to the terms "Claimant" or "You" refer to the person who used Dexatrim®. To make a claim, the Claimant must have ingested Dexatrim on or after December 21, 1998 and suffered injury. If this form is being completed on behalf of a Claimant (e.g., by a representative on behalf of a deceased person or minor) please complete section 1 f. below.

1. CLAIMANT INFORMATION.

a. Last Name _____ First Name _____ Middle Name _____

b. Address, Telephone Number and E-Mail Address:

c. Date of Birth: _____

d. Social Security Number: _____

e. Sex: M ___ F ___

f. Is this form being completed in a representative capacity (e.g., on behalf of a deceased person or minor)? Yes ___ No ___

If Yes, please complete the following:

i) Names of Claimant's Representative: _____

ii) Address: _____

iii) Your relationship to deceased or represented person: _____

iv) If you were appointed by a court, state the date you were appointed and the court that appointed you.

v) If you represent a decedent's estate, state the date of death of the decedent: _____

g. Has a lawsuit previously been filed on your behalf? Yes ___ No ___

If the answer is Yes, please identify the style of the lawsuit together with the docket number and court where filed: _____

h. Are you currently employed? Yes ___ No ___

- i. Has the Claimant or Claimant's representative hired an attorney? Yes _____ No _____

If the answer is Yes, please provide the name, address, telephone number and e-mail address of your attorney:

2. PRODUCT INFORMATION.

- a. Identify the Dexatrim® product that you claim caused your injury (e.g., Dexatrim® Vitamin C/Caffeine Free): _____

- b. Are you or your attorney in possession of the package of the Dexatrim® that you allege caused your injuries? Yes _____ No _____

If Yes, please retain the package and provide with this form a copy of the front, back, and sides of the Dexatrim® box together with a copy of the silver foil blister pack. Failure to retain the package may negatively impact the amount of your settlement.

- c. Please provide the lot number and expiration date appearing on the package of the Dexatrim® that you allege caused your injuries: _____

- d. When did you purchase the Dexatrim® that you allege caused your injuries? _____

- e. Where did you purchase the Dexatrim that you allege caused your injuries? _____

- f. Please list all medications (prescription or over the counter) and dietary supplements (including Dexatrim®) you took during the 4 days leading up to the date of your injury and the dates and times you took them.

Name of Medication:

Date(s) and Time(s) of Day Ingested:

3. YOUR INJURY.

- a. State the date you were injured as a result of taking Dexatrim®. _____

- b. Place an "X" by the type(s) of injury you have suffered as a result of taking Dexatrim®:

_____ Hemorrhagic Stroke

_____ Ischemic Stroke

_____ Cardiac (e.g., heart attack, arrhythmia, cardiomyopathy)

_____ Seizure

____ Transient Ischemic Attack or TIA
____ Psychosis
____ Other

- c. Please describe the injury you suffered. _____

- d. If the Claimant is deceased, does the Claimant's estate contend the death was caused by the ingestion of Dexatrim® containing PPA? Yes _____ No _____
- e. Have any of your medical bills related to the treatment of your injuries been paid for by any government-sponsored health care plan (e.g. Medicare, Medicaid, Veteran's Administration, Champus, Tricare)? Yes _____ No _____
- If yes, please state:
- (i) the government plan(s) that have paid benefits (e.g. Medicaid): _____
- (ii) the address and telephone number of the government office(s) where you submitted applications or claims for benefits: _____

- f. Please complete the attached Authorization for Medical records relating to the treatment of your injuries.
- g. Please identify on the attached List of Medical Providers the name and address of all medical healthcare providers that the claimant was treated by, examined by or consulted with: (i) during the 10 years immediately before his/her injury; and (ii) in regard to treatment for his/her injury, during the three years after the injury.
- h. The Claimant's or Claimant's Representative, by signing below, hereby consents to the disclosure of the information contained herein to the extent necessary to process claims for benefits including, but not limited to, the disclosure to any Federal or state government body or agency.

CERTIFICATION

I certify under penalty of perjury that all of the information provided in this Preliminary Claim Form is true and correct to the best of my knowledge, information and belief.

Signature of Claimant
or Claimant's Representative

Date

[This form must be signed by the Claimant or, if the claimant is deceased or a minor, the Claimant's Representative.]

In Re: Phenylpropanolamine (PPA) Product Liability Litigation

Release of Claims

Every Settled Claim of each Class Member (other than a Class Member who exercises an Opt-Out Right) shall be conclusively compromised, settled and released as to Chatterm and each other Released Party.

"Settled Claim" means any and all claims, including assigned claims, whether known or unknown, asserted or unasserted, regardless of the legal theory, existing now or arising in the future by any or all members of the Settlement Class arising out of or relating to any of the Dexatrim® Products or their development, manufacture, formulation, testing, distribution, marketing, labeling, regulatory submissions, advertising, sale, or ingestion. These **"Settled Claims"** include, without limitation and by way of example, all claims for damages or remedies of whatever kind or character, known or unknown, that are now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, for:

- (i) personal injury and/or bodily injury, damage, death, fear of disease or injury, mental or physical pain or suffering, emotional or mental harm, or loss of enjoyment of life;
- (ii) loss of wages, income, earnings, and earning capacity, medical expenses, doctor, hospital, nursing, and drug bills;
- (iii) loss of support, services, consortium, companionship, society or affection, or damage to familial relations, by spouses, parents, children, other relatives or "significant others" of Class Members;
- (iv) wrongful death and survival actions;
- (v) medical screening and monitoring, injunctive and declaratory relief;
- (vi) consumer fraud, refunds, unfair business practices, deceptive trade practices, Unfair and Deceptive Acts and Practices ("**UDAP**") unjust enrichment, disgorgement and other similar claims whether arising under statute, regulation, or judicial decision;
- (vii) compensatory damages, punitive, exemplary, statutory and other multiple damages or penalties of any kind including, without limitation, economic or business losses or disgorgement of profits arising out of personal injury;
- (viii) pre-judgment or post-judgment interest; and/or
- (ix) attorneys' fees, costs of court or litigation expenses.

"Released Parties" means:

- (i) Chattem, Inc. and each of its past, present and future direct or indirect parent companies, subsidiaries, affiliates, divisions, joint venturers, predecessors, successors, and assigns;
- (ii) The Delaco Company, as successor by merger to Thompson Medical Company, Inc. ("Delaco") and each of its past, present and future direct or indirect parent companies, subsidiaries, affiliates, divisions, joint venturers, predecessors, successors, and assigns;
- (iii) Sidmak Laboratories, Inc. ("Sidmak") and each of its past, present and future direct or indirect parent companies, subsidiaries, affiliates, divisions, joint venturers, predecessors, successors, and assigns
- (iv) suppliers of the raw material Phenylpropanolamine hydrochloride used in the manufacture of Dexatrim® Products (including, without limitation, Sidmak); however, it is expressly understood that Alps Pharmaceutical Ind. Co., Ltd. ("Alps") is not a Released Party;
- (v) suppliers of materials other than Phenylpropanolamine, machines or equipment used in the manufacture of Dexatrim® Products;
- (vi) Chattem's contract manufacturers of finished Dexatrim® Products (including, without limitation, Sidmak);
- (vii) any and all distributors of Dexatrim® Products, including, without limitation, wholesale distributors, private label distributors, retail distributors, pharmacies and pharmacists;
- (viii) any other person or entity (specifically including the Consumer Healthcare Products Association and its predecessors ("CHPA")) involved in the development, design, manufacture, formulation, testing, distribution, marketing, labeling, regulatory submissions, advertising or sale of Dexatrim® Products (including, without limitation, consultants to Delaco or Chattem); however, nothing in this sub-section shall affect the rights of individuals from pursuing their claims against CHPA to the extent those claims do not relate to a Dexatrim® Product; and
- (ix) for each entity identified above, all of its past, present and future direct or indirect parent companies, subsidiaries, affiliates, divisions, joint venturers, predecessors, successors, and assigns and, collectively, all of their past, present and future directors, officers, employees, agents, attorneys, shareholders, underwriters and insurers, and for each person identified above, all of his, her, or their respective past, present or future heirs, estates and personal representatives.

"Dexatrim Product" means all appetite suppressant products bearing the trademark Dexatrim® marketed, distributed and/or manufactured by Chattem, Inc., and/or The Delaco Company, as successor by merger to Thompson Medical Company, Inc. that contained Phenylpropanolamine.

Full Name

Social Security Number

Date of Birth

**IN RE: PHENYLPROPANOLAMINE ("PPA") PRODUCTS LIABILITY LITIGATION
UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE
MDL NO. 1407**

Chattem Class Action Settlement

AUTHORIZATION FOR RELEASE OF MEDICAL RECORDS

In compliance with HIPAA, 45 CFR § 164.508

DO NOT COMPLETE THIS SECTION	
TO:	_____ Name of Entity
	_____ Address
	_____ City, State and Zip Code

You are hereby authorized to release my entire medical records file to the defendant or its authorized representative listed below ("Record Requestor"). This release authorizes you to furnish copies of all medical records, including but not limited to medical reports and notes, laboratory reports, pathology slides, reports, notes and specimens, radiographic films, CT scans, X-rays, MRI films, MRA films, correspondence, progress notes, prescription records, echocardiographic recordings, written statements, employment records, wage records, insurance, Medicaid, Medicare, and disability records, and medical bills regarding my injuries, diseases, diagnoses, or treatment, specifically including but not limited to HIV/AIDS testing or treatment, drug testing, drug or alcohol abuse treatment, marriage or family counseling, as well as psychological/psychiatric treatment, notes and evaluations. Please note that this authorization is not limited in any way to the records or treatments specified above. This authorization does not permit you to disclose anything other than documents and records to anyone.

This authorization is being given at my request in conjunction with the civil litigation matter listed above. You are hereby authorized to release these records to the following Record Requestor for their use in the above-entitled litigation. The defendants have agreed to pay reasonable charges to supply copies of such records. All documents should be provided to:

(Records Requestor)	DO NOT COMPLETE THIS SECTION
_____ _____ _____	

I intend that this authorization shall be continuing in nature. If information responsive to this authorization is created, learned or discovered at any time in the future, either by you or another party, you must produce such information to the requestor at that time. Further, I hereby agree that a photostatic copy of this authorization may serve as an original.

This authorization shall not be valid unless the Record Requestor named above has executed the acknowledgement at the bottom of this authorization.

I understand that this authorization pertains directly to the civil litigation referenced above. Therefore, this authorization shall expire upon the final resolution by all parties of the aforementioned civil litigation, either by final adjudication, final settlement agreement, final judicial dismissal, or by other final judicial order, including, but not limited to the resolution of any and all appeals.

I understand that any documents or records released by you could potentially be re-disclosed by the aforementioned Record Requestor, and that any information re-disclosed by that party is not subject to this authorization or the regulations imposed by 45 CFR § 164.508.

I understand that you will not condition treatment, payment, enrollment or eligibility for benefits on my signing this authorization.

I understand that I have the right to revoke this authorization at any time by providing to you a written revocation stating my intentions, and if I do exercise such revocation, I agree to simultaneously provide a copy of such revocation to the Record Requestor. I also understand that any revocation of this authorization shall not affect any disclosures that were made prior to my written revocation.

This authorization is executed and served in compliance with the Federal Regulations governing the release of private health information as outlined under 45 CFR § 164.508.

Date: _____

Claimant, Guardian or Personal
Representative Signature

Description of the Guardian's or Personal Representative's Authority to Act for the Claimant.

Date: _____

Witness Signature

LIST OF MEDICAL PROVIDERS

(Use Additional Sheets if Necessary)

1. Name: _____
Specialty: _____
Street Address: _____
City, State, Zip Code: _____
2. Name: _____
Specialty: _____
Street Address: _____
City, State, Zip Code: _____
3. Name: _____
Specialty: _____
Street Address: _____
City, State, Zip Code: _____
4. Name: _____
Specialty: _____
Street Address: _____
City, State, Zip Code: _____
5. Name: _____
Specialty: _____
Street Address: _____
City, State, Zip Code: _____
6. Name: _____
Specialty: _____
Street Address: _____
City, State, Zip Code: _____

SUPPLEMENTAL BENEFIT CLAIM FORM QUESTIONNAIRE

In re Phenylpropanolamine (PPA) Products Liability Litigation

Case No. 2:01-md-1407 (MDL No. 1407)

United States District Court for

The Western District of Washington

Please carefully read the instructions included with this Questionnaire before completing it. This Questionnaire should be used by a party who has submitted a claim alleging physical injury or death (an "Injured Party") related to his or her use of Dexatrim on or after December 21, 1998. The term "Dexatrim" shall mean Dexatrim that contained PPA. In order to be paid or to have your claim allowed, complete ALL applicable questions and attach ALL required documents and supporting information to the Questionnaire. IN ORDER TO BE VALID, THE QUESTIONNAIRE MUST BE SIGNED BY THE CLAIMANT OR THE CLAIMANT'S AUTHORIZED AGENT OR THE CLAIMANT'S ATTORNEY.

Send your completed Questionnaire and all required documents and supporting information to:

Chattam Claims Administrator

P.O. Box 1776

Richmond, VA 23218-1776

**YOUR QUESTIONNAIRE AND ALL REQUIRED SUPPORTING DOCUMENTS MUST BE
POSTMARKED BY NO LATER THAN 5:00 P.M. EASTERN TIME ON _____, 2004**

The instructions accompanying this Questionnaire form are incorporated herein and should be carefully reviewed before you complete your Questionnaire. All information included in your Questionnaire, and all supporting documents submitted with your Questionnaire, constitute statements made under penalty of perjury, and false statements are punishable by a fine of up to \$500,000 or imprisonment or both.

PART I. IDENTIFYING INFORMATION

1. **Injured Party.** Complete the following information for the Injured Party.

First Name

M.I.

Last Name

All other names that the Injured Party has ever used

Street Address

City

State

Zip Code

Telephone Number

Email Address

Birth Date (MM/DD/YYYY)

Social Security Number

Gender

2. **Representative.** If you are completing this Questionnaire on behalf of an Injured Party whom you represent, as his or her estate, administrator, other legal representative, heir or beneficiary, etc. (a "Representative"), complete the following information:

First Name

M.I.

Last Name

Street Address

City

State

Zip Code

Telephone Number

Email Address

Your relationship to the Injured Party

If you are a Representative, attach a copy of the court order or other official document appointing you the Injured Party's legal representative.

If you are representing a deceased Injured Party's estate, attach a certified or official copy of the death certificate along with any letters of administration, probate or surrogate's certificate. State the place and date of death.

Place of Death

Date of Death (MM/DD/YYYY)

3. **Representation by Counsel.** Complete the following information if you are represented by legal counsel:

Attorney's Name

Law Firm

Street Address

City

State

Zip Code

Telephone Number

Facsimile Number

Email Address

State Bar Number (if applicable)

PART II. LITIGATION HISTORY

4. Does the Injured Party have or has the Injured Party ever had a lawsuit pending in any court related to the injuries allegedly resulting from ingesting Dexatrim?

____ No (If no, skip to question 8)

____ Yes (If yes, complete the following information and attach a copy of the complaint)

Jurisdiction/Court in which the case is or was pending

Docket or Case Number

Date Original Complaint was Filed (MM/DD/YYYY)

5. Does the Injured Party have a lawsuit pending in In re: Phenylpropanolamine (PPA) Products Liability Litigation, MDL 1407 (W.D. Wa.), New Jersey state court, California state court, New York City Supreme Court, or in the Philadelphia Court of Common Pleas?

____ No (If no, skip to next question)

____ Yes (If yes, attach a copy of the completed Plaintiffs' Fact Sheet and all medical records and authorizations required by the Plaintiffs' Fact Sheet, unless already served on defense counsel.)

6. Has the Injured Party settled a claim related to an injury that you believe was caused by PPA?

____ No (If no, skip to next question)

____ Yes (If yes, complete the following information:

Date of Settlement (MM/DD/YYYY)

Settling Defendant(s)

7. Has the Injured Party received any judgment against any defendant for any lawsuit related to an injury that you believe was caused by PPA?

____ No (If no, skip to next question)

____ Yes (If yes, complete the following information and attach a copy of the judgment:)

Date of Judgment (MM/DD/YYYY)

Liable Defendant(s)

PART III. PRODUCT IDENTIFICATION AND INGESTION INFORMATION

8. Indicate all of the over-the-counter products the Injured Party took during the 60 days prior to the date of the injury, the number of pills, tablets, capsules or teaspoons consumed, and the dates and times at which each product was consumed (please attach additional sheets, if necessary). With respect to the dosage, answering "as recommended" or "as directed" is not a sufficient answer and the Questionnaire will not be considered complete until the specific information is provided.

Product	Dosage	Date (MM/DD/YYYY)	Time
Product	Dosage	Date (MM/DD/YYYY)	Time

Product	Dosage	Date (MM/DD/YYYY)	Time
---------	--------	-------------------	------

Product	Dosage	Date (MM/DD/YYYY)	Time
---------	--------	-------------------	------

9. Indicate the date and time that the Injured Party last took Dexatrim prior to his or her injury.

Date (MM/DD/YYYY)	Time (hour: min. am/pm)	Product taken
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10. Indicate the date on which the Injured Party purchased or obtained the Dexatrim that you claim is responsible for his or her injury.

Date (MM/DD/YYYY)

11. Indicate the place or person from which the Injured Party purchased or obtained the Dexatrim that you claim is responsible for his or her injury.

Name of store or person from whom obtained

Address

Address

City, State, Zip Code

12. Indicate all dates that the Injured Party took Dexatrim for the six months prior to his or her injury.

Date (MM/DD/YYYY)

Date (MM/DD/YYYY)

Date (MM/DD/YYYY)

Date (MM/DD/YYYY)

Date (MM/DD/YYYY)

Date (MM/DD/YYYY)

Date (MM/DD/YYYY)

Date (MM/DD/YYYY)

13. Describe in detail the particular Dexatrim product and packaging that the Injured Party claims to have taken before his or her injury (including, color of pills, color of packaging, type of pills).

14. Which of the following are you submitting with this Questionnaire as proof that the Injured Party took Dexatrim? Attach a copy of the proof that the Injured Party took Dexatrim. (Check all that apply)

- ☐ Dexatrim product packaging
- ☐ Medical records from initial hospitalization referring to a Dexatrim product
- ☐ Sworn Testimony from a person who has personal knowledge that the Injured Party took Dexatrim (including without limitation a declaration under penalty of perjury as recognized by applicable state law, notarized affidavit or other sworn written testimony).

15. Did a care provider perform a toxicology test for the presence of PPA during the Injured Party's initial hospitalization for his or her injury?

____No (If no, skip to the next question)

____Yes (If yes, attach a copy of the toxicology test)

PART IV. INJURY INFORMATION

16. Indicate by checking the appropriate box the injury that the Injured Party claims to have sustained as a result of taking Dexatrim.

- ☐ Hemorrhagic Stroke
☐ Ischemic Stroke (not transient ischemic attack)
☐ Heart Attack: please describe _____
☐ Other: please describe _____

17. Indicate the date and time at which the Injured Party began feeling symptoms that he or she believes were associated with his or her injury.

Date of Onset (MM/DD/YYYY)

Time of Onset (hour: min. am/pm)

PART IV.A. HEMORRHAGIC STROKE INFORMATION

18. Does the Injured Party claim to have sustained a hemorrhagic stroke that was caused by the ingestion of Dexatrim?

____No (If no, skip to Part IV.B.)

____Yes (If yes, attach all available medical records relating to the stroke, all available medical records generated for 3 years immediately after the stroke, all available medical records for 10 years immediately prior to the stroke, and executed, notarized HIPPA-compliant authorizations permitting Chattem, its legal counsel or the Chattem Claims Coordinator to obtain any necessary medical records. Failure to include all requested available medical records and authorizations will not result in your Questionnaire being deemed untimely, but your claim may be disallowed, or payments on account of your claim will not be made until and unless the documents are submitted.

19. Did the Injured Party ever have a stroke before the stroke that the Injured Party alleges was caused by the ingestion of Dexatrim?

____No (If no, skip to next question)

____Yes (If yes, indicate the type of stroke that the Injured Party previously sustained and attach all medical records related to that stroke)

____Hemorrhagic Stroke
____Ischemic Stroke

20. Did the Injured Party's mother, father, grandmother, grandfather or sibling ever have a stroke, aneurysm, arteriovenous malformation (AVM), or brain tumors?

____No (If no, skip to next question)

____Yes (If yes, complete the following information:)

Condition

Relationship (mother, father, etc.)

Condition _____
 Condition _____
 Condition _____

Relationship (mother, father, etc.) _____
 Relationship (mother, father, etc.) _____
 Relationship (mother, father, etc.) _____

21. Check any of the conditions listed below that the Injured Party have had at any time in his or her life. List the date that the Injured Party first experienced each condition that applies, the doctor who diagnosed each condition, and attach all medical records related to each condition.

<u>Condition</u>	<u>Date (MM/DD/YYYY)</u>	<u>Doctor</u>
<input type="checkbox"/> Head Trauma	_____	_____
<input type="checkbox"/> Hypertension	_____	_____
<input type="checkbox"/> Aneurysm	_____	_____
<input type="checkbox"/> Arteriovenous Malformation (AVM)	_____	_____
<input type="checkbox"/> Brain Tumors	_____	_____
<input type="checkbox"/> Leukemia	_____	_____
<input type="checkbox"/> Bleeding Disorders	_____	_____

22. List each medication (both prescription and over-the-counter) that the Injured Party has taken before his or her stroke for any of the conditions listed in question 21. State the name of the medication, the date(s) taken, the daily dosage taken, and where the Injured Party obtained the medications (please attach additional sheets, if necessary). With respect to dosage, answering "as recommended" or "as directed" is not a sufficient answer and the Questionnaire will not be considered complete and your claim will not be processed for payment until the specific information is provided.

<u>Medication</u>	<u>Date (MM/DD/YYYY)</u>	<u>Daily Dosage</u>	<u>Obtained From</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

23. Did the Injured Party take blood thinning medication or anticoagulants?

___ No (If no, skip to next question)

___ Yes (If yes, complete the following information:)

<u>Medication</u>	<u>Date (MM/DD/YYYY)</u>	<u>Dosage</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Name of doctor(s) or healthcare professional(s) who prescribed the blood thinner or anticoagulant?

 Doctor or Healthcare Professional

 Address

 City, State, Zip Code

24. Did the Injured Party use cocaine, PCP, or any other amphetamine that was not prescribed by a doctor during the 90 days before his or her stroke?

___ No (If no, skip to next question)

____ Yes (If yes, complete the following information:)

Name of Drug

Date(s) (MM/DD/YYYY)

Name of Drug

Date(s) (MM/DD/YYYY)

Name of Drug

Date(s) (MM/DD/YYYY)

Name of Drug

Date(s) (MM/DD/YYYY)

25. Did the Injured Party take an amphetamine that was prescribed by a doctor during the 90 days before his or her stroke?

____ No (If no, skip to next question)

____ Yes (If yes, complete the following information:)

Name of Drug

Date(s) (MM/DD/YYYY)

Name of Drug

Date(s) (MM/DD/YYYY)

Name of Drug

Date(s) (MM/DD/YYYY)

Name of doctor or healthcare professional who prescribed the amphetamines?

Doctor or Healthcare Professional

Address

City, State, Zip Code

Doctor or Healthcare Professional

Address

City, State, Zip Code

Doctor or Healthcare Professional

Address

City, State, Zip Code

26. Other than information previously provided in answers to this Questionnaire, did the Injured Party use any other drugs (legal or illegal), medicines, over-the-counter products (for example, appetite suppressants, cough-cold medicines, nutritional supplements, weight loss products, vitamins) within 7 days before the onset of symptoms of his or her stroke?

____ No (If no, skip to next question)

____ Yes (If yes, complete the following information:)

Name of Product	Date (MM/DD/YYYY)	Time (hour:min. am/pm)	Dosage
Name of Product	Date (MM/DD/YYYY)	Time (hour:min. am/pm)	Dosage
Name of Product	Date (MM/DD/YYYY)	Time (hour:min. am/pm)	Dosage
Name of Product	Date (MM/DD/YYYY)	Time (hour:min. am/pm)	Dosage

27. Did the Injured Party smoke cigarettes, cigars or pipe tobacco at any time in the 5 years before his or her stroke?

____ No (If no, skip to next question)

____ Yes (If yes, complete the following information:)

What is the greatest amount of cigarettes that the Injured Party regularly smoked per day in the 5 years before his or her stroke?

Greatest Amount

What is the greatest amount of cigars that the Injured Party regularly smoked per day in the 5 years before his or her stroke?

Greatest Amount

What is the greatest amount of pipe tobacco that the Injured Party regularly smoked per day in the 5 years before his or her stroke?

Greatest Amount

28. Did the Injured Party drink alcohol at any time in the 5 years before his or her stroke?

____ No (If no, skip to next question)

____ Yes (If yes, complete the following information:)

What is the greatest amount of alcohol that the Injured Party drank per day regularly in the 5 years before his or her stroke?

Greatest Amount

29. Describe in detail the Injured Party's activities for the 6 hours before he or she felt the onset of his or her stroke:

PART IV.B. ISCHEMIC STROKE INFORMATION

30. Does the Injured Party claim to have sustained an ischemic stroke that was caused by the ingestion of Dexatrim?

___ No (If no, skip to Part V)

___ Yes (If yes, attach all available medical records relating to the stroke, all available medical records generated for 3 years immediately after the stroke, all available medical records for 10 years immediately prior to the stroke, and executed, notarized HIPPA-compliant authorizations permitting Chattem, its legal counsel or the Chattem Claims Coordinator to obtain any necessary medical records. Failure to include all requested available medical records and authorizations will not result in your Questionnaire being deemed untimely, but your claim may be disallowed, or payments on account of your claim will not be made until and unless the documents are submitted.)

31. Did the Injured Party ever have a stroke before the stroke that the Injured Party alleges was caused by the ingestion of Dexatrim?

___ No (If no, skip to next question)

___ Yes (If yes, indicate the type of stroke that the Injured Party previously sustained and attach all available medical records related to that stroke)

___ Hemorrhagic Stroke
___ Ischemic Stroke

32. Did the Injured Party's mother, father, grandmother, grandfather or any sibling ever have a stroke, aneurysm, arteriovenous malformation (AVM), or brain tumor?

___ No (If no, skip to next question)

___ Yes (If yes, complete the following information:)

Condition	Relationship (mother, father, etc.)
Condition	Relationship (mother, father, etc.)
Condition	Relationship (mother, father, etc.)
Condition	Relationship (mother, father, etc.)

33. Check any of the conditions listed below that the Injured Party had at any time before his or her stroke. List the date that the Injured Party first experienced each condition that applies, the doctor who diagnosed each condition, and attach all available medical records related to each condition.

Condition	Date (MM/DD/YYYY)	Doctor
<input type="checkbox"/> Head Trauma		
<input type="checkbox"/> Transient Ischemic Attack (TIA)		
<input type="checkbox"/> Hypertension		
<input type="checkbox"/> Brain Tumors		
<input type="checkbox"/> Cancer (describe: _____)		
<input type="checkbox"/> Coronary Artery Disease		
<input type="checkbox"/> Carotid Artery Disease		
<input type="checkbox"/> Heart Attack		
<input type="checkbox"/> Heart Disease		
<input type="checkbox"/> Heart Defect (describe: _____)		
<input type="checkbox"/> Cerebral Venous Thrombosis		

- ☐ Embolism
- ☐ Atrial Fibrillation
- ☐ Major Surgery or trauma 14 days before stroke
- ☐ Cholesterol problems
- ☐ Diabetes (what type _____)
- ☐ Bleeding or Clotting Disorders

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

34. List each medication (both prescription and over-the-counter) that the Injured Party has taken for any of the conditions listed in question 33. State the name of the medication, the date(s) taken, the daily dosage taken, and where the Injured Party obtained the medications (please attach additional sheets, if necessary). With respect to dosage, answering, "as recommended" or "as directed" is not a sufficient answer and your Questionnaire will not be considered complete and your claim will not be processed for payment until the specific information is provided.

Medication	Date (MM/DD/YYYY)	Daily Dosage	Obtained From
Medication	Date (MM/DD/YYYY)	Daily Dosage	Obtained From
Medication	Date (MM/DD/YYYY)	Daily Dosage	Obtained From
Medication	Date (MM/DD/YYYY)	Daily Dosage	Obtained From

35. Did the Injured Party use heroin, cocaine, PCP, or any amphetamine that was not prescribed by a doctor during the 90 days before his or her stroke?

____ No (If no, skip to next question)

____ Yes (If yes, complete the following information:)

Name of Drug	Date(s) (MM/DD/YYYY)
Name of Drug	Date(s) (MM/DD/YYYY)
Name of Drug	Date(s) (MM/DD/YYYY)
Name of Drug	Date(s) (MM/DD/YYYY)

36. Did the Injured Party take an amphetamine that was prescribed by a doctor during the 90 days before his or her stroke?

____ No (If no, skip to next question)

____ Yes (If yes, complete the following information:)

Name of Drug	Date(s) (MM/DD/YYYY)
Name of Drug	Date(s) (MM/DD/YYYY)
Name of Drug	Date(s) (MM/DD/YYYY)
Name of Drug	Date(s) (MM/DD/YYYY)

Name of doctor or health care professional who prescribed the amphetamines?

Doctor or Healthcare Professional

Address

City, State, Zip Code

Doctor or Healthcare Professional

Address

City, State, Zip Code

Doctor or Healthcare Professional

Address

City, State, Zip Code

37. Other than information previously provided in answers to this Questionnaire, did the Injured Party use any other drugs (legal or illegal), medicines, over-the-counter products (for example, appetite suppressants, cough-cold medicines, nutritional supplements, weight loss products, vitamins) within 7 days before the onset of symptoms his or her stroke?

____ No (If no, skip to next question)

____ Yes (If yes, complete the following information:)

Name of Product	Date (MM/DD/YYYY)	Time (hour:min. am/pm)	Dosage
Name of Product	Date (MM/DD/YYYY)	Time (hour:min. am/pm)	Dosage
Name of Product	Date (MM/DD/YYYY)	Time (hour:min. am/pm)	Dosage
Name of Product	Date (MM/DD/YYYY)	Time (hour:min. am/pm)	Dosage

38. Did the Injured Party smoke cigarettes, cigars or pipe tobacco at any time in the 5 years before his or her stroke?

____ No (If no, skip to next question)

____ Yes (If yes, complete the following information:)

What is the greatest amount of cigarettes that the Injured Party regularly smoked per day in the 5 years before his or her stroke?

Greatest Amount

What is the greatest amount of cigars that the Injured Party regularly smoked per day in the 5 years before his or her stroke?

Greatest Amount

What is the greatest amount of pipe tobacco that the Injured Party regularly smoked per day in the 5 years before his or her stroke?

Greatest Amount

39. Did the Injured Party take oral contraceptives during the 5 years before his or her stroke?

____ No (If no, skip to next question)

____ Yes (If yes, when _____)
date

40. Did the Injured Party drink alcohol at any time in the 5 years before his or her stroke?

____ No (If no, skip to next question)

____ Yes (If yes, complete the following information:)

What is the greatest amount and least amount of alcohol that the Injured Party drank per day regularly in the 5 years before his or her stroke?

Greatest Amount

Least Amount

PART V. MEDICAL INFORMATION

41. List every medical healthcare provider that the Injured Party was treated by, examined by or consulted with: (i) during the 10 years immediately before his/her injury; and (ii) in regard to treatment for his/her injury, during the three years after the injury.

Healthcare Provider's Name

Address

City, State, Zip Code

Healthcare Provider's Name

Address

City, State, Zip Code

Healthcare Provider's Name

Address

City, State, Zip Code

Healthcare Provider's Name

Address

City, State, Zip Code

Healthcare Provider's Name

Address

City, State, Zip Code

Healthcare Provider's Name

Address

City, State, Zip Code

Healthcare Provider's Name

Address

City, State, Zip Code

Healthcare Provider's Name

Address

City, State, Zip Code

42. List every prescription medication that the Injured Party has taken for the 3 years immediately after his or her injury and for the 10 years immediately prior to his or her injury. Also list the place where the medication was obtained and the doctor/healthcare provider who prescribed the drug. (Use additional sheets if necessary)

Prescription Medication	Obtained From	Prescribing Healthcare Provider
Daily Dosage	Address	Address
	Address	Address
	City, State, Zip Code	City, State, Zip Code
Prescription Medication	Obtained From	Prescribing Healthcare Provider
Daily Dosage	Address	Address
	Address	Address
	City, State, Zip Code	City, State, Zip Code
Prescription Medication	Obtained From	Prescribing Healthcare Provider
Daily Dosage	Address	Address
	Address	Address
	City, State, Zip Code	City, State, Zip Code
Prescription Medication	Obtained From	Prescribing Healthcare Provider
Daily Dosage	Address	Address
	Address	Address
	City, State, Zip Code	City, State, Zip Code
Prescription Medication	Obtained From	Prescribing Healthcare Provider
Daily Dosage	Address	Address
	Address	Address
	City, State, Zip Code	City, State, Zip Code
Prescription Medication	Obtained From	Prescribing Healthcare Provider
Daily Dosage	Address	Address
	Address	Address
	City, State, Zip Code	City, State, Zip Code

PART VI. MATRIX SCORE

43. Have you scored the Injured Party's claim under the Dexamtrix Scoring System & Matrix attached hereto?
- ☐ No (If no, you must score your claim and submit the appropriate fully completed score sheet included in the Dexamtrix Scoring System & Matrix or your claim may be disallowed and you will not receive any payment for your claim.)

____ Yes (If yes, complete the following information and submit your completed score sheet with this Questionnaire.)

____ Damages Score

____ Product ID, Temporal Relationship, Liability/Causation Score

____ Total Matrix Score

____ Matrix Level

____ Age at Injury

____ Adjustment for Ischemic Stroke

____ Adjustment for Statute of Limitations

____ Adjustment for Co-Ingestion

PART VII. MEDICAL EXPENSES PAID BY INSURANCE OR GOVERNMENT SPONSORED HEALTH PLAN

44. Has any federal or state-sponsored health care benefit program (e.g. Medicare, Medicaid, Veterans Administration, Champus, Tricare) provided medical coverage or health benefits to the Injured Party for his or her injuries?

____ No (If no, proceed to next question.)

____ Yes (If yes, complete the following information and provide copies of all documentation reflecting amounts of benefits provided to the Injured Party or on his or her behalf.)

- a. State the name of the government-sponsored program: _____
- b. State the amount of health benefits provided to the Injured Party or on the Injured Party's behalf \$ _____

45. Has any health insurance company or health management organization (HMO) provided medical coverage or health benefits to the Injured Party for his or her injuries?

____ No (If no, proceed to next question.)

____ Yes (If yes, complete the following information and provide copies of all documentation reflecting amounts of benefits provided to the Injured Party or on his or her behalf.)

- a. State the name of the insurance company or HMO _____
- b. State the Injured Party's membership number or group number _____
- c. Provide an executed, notarized HIPPA-compliant authorization for the claims administrator to obtain records from the insurance company or HMO.

46. Does any insurance company, government entity, or other entity have a lien against any settlement proceeds obtained by the Injured Party?

____ No (If no, proceed to next question.)

____ Yes (If yes, complete the following information and provide copies of all documentation reflecting amounts of liens.)

- a. State the name of the party or entity who holds the lien _____.
- b. State the amount of the lien \$ _____.

IT IS YOUR RESPONSIBILITY TO DETERMINE THE AMOUNT OF GOVERNMENT HEALTH BENEFITS PROVIDED TO THE INJURED PARTY AND THE AMOUNT OF ANY LIENS AGAINST THE SETTLEMENT PROCEEDS. ALL LIENS AND DEMANDS FROM GOVERNMENT-SPONSORED HEALTH CARE BENEFIT PROGRAMS ARE THE RESPONSIBILITY OF THE INJURED PARTY. YOUR CLAIM WILL NOT BE PAID UNTIL THIS INFORMATION IS PROVIDED.

PART VIII. MISCELLANEOUS

47. **Document Submission.** All documents submitted in support of a claim must be page numbered and each page must be clearly labeled with the Injured Party's name and last four digits of his or her Social Security Number.
48. **Changes to Injured Party's or Representative's Contact Information.** Injured Parties or Representatives must provide updated names, addresses, and telephone numbers in order to ensure processing of their claim. Failure to provide updates may result in a delay in payment of your claim or inability to pay your claim.
49. **Confidentiality.** The person(s) signing below hereby consent(s) to the disclosure of the information contained herein to the extent necessary to process claims for benefits including, but not limited to, the disclosure to any Federal or state government body or agency.
50. **Documents.** You must submit the following documents with your Questionnaire in order for it to be complete. Failure to include these documents will not result in your Questionnaire being deemed untimely, but your claim may be disallowed, or payments on account of your claim will not be made until and unless the following documents are submitted:
 - Medical Records (as requested)
 - Certificate of official capacity (if Representative is filing form)
 - Death Certificate (if applicable)
 - Proof of product identification
 - Signed HIPPA-Compliant Authorizations for the Release of Medical Records
 - Plaintiffs' Fact Sheet (if applicable)
 - Judgments (if applicable)
 - Applicable Score sheet from Dexatrim Scoring System & Matrix and supporting documentation

FURTHER RECORDS, AUTHORIZATIONS, DISCLOSURES, OR QUESTIONS MAY BE SOUGHT BY THE CLAIMS ADMINISTRATOR, CHATTBM OR OTHER AUTHORIZED PARTY TO VERIFY CLAIMS.

51. **Declaration Under Penalty of Perjury.** Each person signing this Questionnaire acknowledges and understands that this form is an official document sanctioned by the United States District Court for the Western District of Washington. After reviewing the information that has been provided on this form, including information that was supplied by a physician or an attorney, each person signing this form

declares under penalty of perjury that all of the information provided in this form is true and correct to the best of the person's knowledge and belief. False statements are punishable by a fine of up to \$500,000 or imprisonment or both.

Signature of Injured Party

Date (MM/DD/YYYY)

Signature of Representative

Date (MM/DD/YYYY)

INSTRUCTIONS FOR COMPLETING THE SUPPLEMENTAL CLAIM QUESTIONNAIRE

Any party asserting a claim (an "Injured Party Claim") based on his or her ingestion of Dexatrim occurring on or after December 21, 1998 was required to submit a completed Preliminary Claim Form postmarked on or before July 7, 2004.

If you filed an Injured Party Claim, you are required to complete and return this Questionnaire to the Chattem Claims Administrator or so that it is postmarked on or before _____, or your Injured Party Claim will be barred and you will not receive any payment for your Injured Party Claim. Any Related Claim will be barred and the claimant will not be entitled to any payment on account of his or her Related Claim if a completed Questionnaire regarding the Injured Party from whom the Related Claim derives is not received by the Chattem Claims Administrator.

If you need additional Questionnaires, or have any questions regarding the Questionnaire or the status of your claim, you may contact the Chattem Claims Administrator at 1-866-866-1729.

The following definitions apply to the Questionnaire, and are provided for your assistance in completing it.

Injured Party. A party asserting a claim based on his or her alleged physical injury or wrongful death related to his or her use of a Dexatrim product on or after December 21, 1998.

Questionnaire. The personal injury questionnaire required to be completed and returned to the Chattem Claims Administrator. The Questionnaire is an integral part of the Proof of Claim. Failure to timely submit a completed Questionnaire, notwithstanding timely submission of a completed Personal Injury Proof of Claim Form may result in the disallowance of the Injured Party's claim.

Representative. A person completing this Questionnaire on behalf of an Injured Party he or she represents. For example, an administrator, heir or beneficiary, or other legal representative.

Toxicology Test. A test performed by a medical professional on either blood or urine to detect the presence of a substance in the body.

If the claimant has more information than fits in the space provided on any part of the Questionnaire, please make additional copies of the applicable pages before writing on them.

Please type or print clearly and use black or blue ink.

Be accurate and truthful. This Questionnaire is an official court document that you are submitting under penalty of perjury and may be used as evidence in any legal proceedings regarding your claim. The penalty for presenting a fraudulent claim is a fine of up to \$500,000 or imprisonment or both.

Make a copy of your completed Questionnaire and keep a copy for your records. Send only the original Questionnaire to the Chattem Claims Administrator at the following address:

Chattem Claims Administrator
P.O. Box 1776
Richmond, VA 23218-1776

If you wish to receive confirmation that Questionnaire was received, enclose a copy of the completed Questionnaire and a self-addressed return envelope with applicable postage. Keep this confirmation for your records — It is your only proof that your Questionnaire was received.

Submitting a fully-completed Questionnaire requires that the claimant attach copies of any and all medical records supporting all claimed injuries or conditions related to the Injured Party's use of a Dexatrim product, such as copies of discharge summaries, emergency medical technician reports, CT scans, MRIs, rehabilitation records, etc. You must submit the following documents with your Questionnaire in order for it to be complete. Failure to submit these documents may result in disallowance or delay of your claim, and you may not be entitled to any payment on your claim:

- Medical Records (as requested)
- Certificate of official capacity (if Representative is filing form)
- Death Certificate (if applicable)
- Proof of product identification
- Signed HIPPA-compliant Authorizations for the Release of Medical Records
- Plaintiffs' Fact Sheet (if applicable)
- Judgments (if applicable)
- Applicable Score Sheet from Dexatrim Scoring System & Matrix and supporting documentation

You may be required to provide additional information if Chattem, in its sole discretion, decides that your Questionnaire was unclear or unresponsive. Failure to provide such additional information at Chattem's request may result in the disallowance of your claim.

**COMPLETION CHECKLIST
SUPPLEMENTAL BENEFIT CLAIM FORM QUESTIONNAIRE
FOR USE BY CHATTEM CLAIMS ADMINISTRATOR**

		Not Applicable	Completed Response
Part I.	IDENTIFYING INFORMATION.		
	1. Injured Party.	<input type="checkbox"/>	<input type="checkbox"/>
	2. Representative.	<input type="checkbox"/>	<input type="checkbox"/>
	3. Representation by counsel.		<input type="checkbox"/>
Part II.	LITIGATION HISTORY.		
	4. Lawsuits related to Dexatrim?		<input type="checkbox"/>
	5. MDL Lawsuits?		<input type="checkbox"/>
	6. Settled PPA claim.		<input type="checkbox"/>
	7. Judgment against PPA defendant.		<input type="checkbox"/>
	10. Date of purchase of Dexatrim.		
	11. Identifies seller or provider of Dexatrim.		<input type="checkbox"/>
	12. Identifies dates of ingestion of Dexatrim for six months prior to injury.		<input type="checkbox"/>
	13. Description of Dexatrim product ingested.		<input type="checkbox"/>
	14. Proof of Dexatrim ingestion.		<input type="checkbox"/>
	15. Toxicology test.		<input type="checkbox"/>
Part IV.	INJURY INFORMATION.		
	16. Identified type of injury.		<input type="checkbox"/>
	17. Date and time of onset of symptoms.		<input type="checkbox"/>
	A. <u>Hemorrhagic Stroke Information.</u>		<input type="checkbox"/>
	18. If injured party did not have hemorrhagic stroke, skip to IV.b.		<input type="checkbox"/>
	19. Prior stroke.		<input type="checkbox"/>
	20. Family history of stroke, aneurysm, AVM or brain tumor.		<input type="checkbox"/>
	21. Stroke risk conditions.		<input type="checkbox"/>
	22. Medications taken for conditions listed in Item 21.		<input type="checkbox"/>
	23. Ingestion of blood thinning medications or anti-coagulants.		<input type="checkbox"/>
	24. Ingestion of cocaine or PCP or other non-prescribed amphetamine.		<input type="checkbox"/>
	25. Prescribed amphetamine.		<input type="checkbox"/>
	26. Use of other drugs within seven days before onset of stroke symptoms.		<input type="checkbox"/>
	27. Tobacco history.		<input type="checkbox"/>
	28. Alcohol consumption.		<input type="checkbox"/>
	29. Injured party's activities six hours prior to stroke.		<input type="checkbox"/>
	B. <u>Ischemic stroke information.</u>		<input type="checkbox"/>
	30. If injured party did not have an ischemic stroke skip to V.		<input type="checkbox"/>
	31. Prior stroke and type.		<input type="checkbox"/>
	32. Family history of stroke, aneurysm or brain tumor.		<input type="checkbox"/>
	33. Stroke risk conditions.		<input type="checkbox"/>
	34. Medications taken for conditions listed in Item 33.		

33. ☐
35. Use of heroine, cocaine, or PCP, or any amphetamine not prescribed within 90 days before stroke. ☐
36. Ingestion of prescribed amphetamine within ninety days. ☐
37. Use of other drugs within seven days before onset of symptoms. ☐
38. Tobacco history. ☐
39. Use of oral contraceptives. ☐
40. Alcohol consumption. ☐
- Part V. MEDICAL INFORMATION.**
41. Lists health care providers 10 years prior/3 years after injury. ☐
42. List of prescription medications 10 years prior/ 3 years after. ☐
- Part VI. 43. MATRIX SCORE.** ☐
- Part VII. MEDICAL EXPENSES PAID BY INSURANCE OR GOVERNMENT – SPONSORED HEALTH PLAN.** ☐
44. Benefits paid by Federal or State Sponsored Health Care Benefit Program. ☐
45. Medical expenses paid by health insurance. ☐
46. Existence of liens by government entity or insurance company. ☐
- Part VIII. MISCELLANEOUS.**
47. Consent of confidentiality. ☐
48. Documents submitted: ☐
- Medical records ☐
- Certificate of official capacity ☐
- Proof of product ID. ☐
- Signed HIPPA compliant authorization. ☐
- Plaintiff's fact sheet. ☐
- Judgments. ☐
- Matrix score. ☐
49. All documents submitted in support of claim are page numbered and clearly labeled with injured party's name and last four digits of Social Security number ☐
50. Signature under penalty of perjury. ☐

EXTRAORDINARY DAMAGE FUND CLAIM FORM

In re Phenylpropanolamine (PPA) Products Liability Litigation

Case No. 2:01-md-1407 (MDL No. 1407)

United States District Court for
The Western District of Washington

This Form must be completed by any party submitting a claim against Chattem's Extraordinary Damage Fund ("EDF"). To be eligible for an EDF award, a claimant must fall within Matrix Levels IV, V, or VI and must have documented, non-reimbursed/non-reimbursable economic damages totaling at least \$250,000.00. For more information regarding the EDF, see Section XI of the Dexatrim Case Scoring Systems and Matrix. In order to be valid, this Form must be signed by the claimant or the claimants' authorized agent or the claimants' attorney, and must attach all documented evidence.

Please send your completed EDF Claim Form and all required documents and supporting information to:

If by mail:

If by hand or overnight delivery:

YOUR COMPLETED EDF CLAIM FORM MUST BE POSTMARKED NO LATER THAN _____, 2004. ALL INFORMATION INCLUDED IN THIS FORM, AND ALL SUPPORTING DOCUMENTS SUBMITTED WITH THIS FORM, CONSTITUTE STATEMENTS MADE UNDER PENALTY OF PERJURY, AND FALSE STATEMENTS ARE PUNISHABLE BY A FINE OR IMPRISONMENT OR BOTH.

PART I IDENTIFYING INFORMATION.

- A. Chattem Settlement Claim Number: _____
- B. Name of injured party: _____

PART II DOCUMENTED NON-REIMBURSED/NON-REIMBURSABLE ECONOMIC DAMAGES.

Please complete the following information concerning your documented non-reimbursed/non-reimbursable economic damages that you have incurred or will incur as a result of your stroke. For purposes of this Form, the term "Documented" means medical records, billing records, tax returns, social security earning statements, expert reports (e.g., economists, life care planners, neurologists, psychiatrists, etc.), or any other documentation or evidence requested by, or otherwise found acceptable by the Chattem Claims Administrator.

Please attach copies of all documents that support your calculation of non-reimbursed/non-reimbursable economic damages relating to your stroke. You must submit all documentation with this Form in order for it to be complete.

- A. State the amount of non-reimbursed out of pocket past medical expenses, if any, you have incurred:

- B. State the amount of non-reimbursable future medical expenses, if any, you expect to incur:

- C. State the amount of our non-reimbursable future living expenses, if any, you expect to incur:

- D. State the amount of your non-reimbursed lost wages, if any, you have incurred:

- E. State the amount of your non-reimbursable future lost wages, if any, you expect to incur:

- F. State the amount of your non-reimbursable loss of earning capacity, if any (both past and future):

- G. Please describe and state the amount of any other documented non-reimbursed/non-reimbursable economic damages, if any, you claim to have suffered:

ANY DOLLAR AMOUNT STATED IN ITEMS A-G ABOVE WILL BE DISREGARDED UNLESS IT IS SPECIFICALLY SUPPORTED BY DOCUMENTED EVIDENCE ATTACHED TO THIS FORM.

FURTHER RECORDS, OR DISCLOSURES, OR QUESTIONS MAY BE SOUGHT BY THE CLAIMS ADMINISTRATOR, CHATTEM OR OTHER AUTHORIZED PARTY TO VERIFY YOUR EDF CLAIM.

PART III.

Declaration of Penalty of Perjury. Each person signing this EDF Claim Form acknowledges and understands that this form is an official document sanctioned by the United States District Court for the Western District of Washington. After reviewing the information that has been provided on this form, including information that was supplied by a physician or an attorney, each person signing this form shall declare under penalty of perjury that all of the information provided in this form is true and correct to the best of the person's knowledge and belief. False statements are punishable by a fine of up to \$500,000 or imprisonment or both.

I declare under penalty of perjury under the laws of the United States of America that the information I provided in this form is true and correct.

Signature of Injured Party

Date (MM/DD/YYYY)

Signature of Representative

Date (MM/DD/YYYY)

**COMPLETION CHECKLIST
EXTRAORDINARY DAMAGE FUND CLAIM FORM
FOR USE BY CHATTEM CLAIMS ADMINISTRATOR**

		Not Applicable	Completed Response
Part I.	IDENTIFYING INFORMATION.		
	Claim Number		<input type="checkbox"/>
	Name of injured party		<input type="checkbox"/>
 PART II.	 DOCUMENTED NON-REIMBURSED/NON-REIMBURSABLE ECONOMIC DAMAGES.		
A.	Non-reimbursed out of pocket medical Expenses Supporting Documentation Provided	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
B.	Non-reimbursable future medical Expenses Supporting Documentation Provided	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
C.	Non-reimbursable future living Expenses Supporting Documentation Provided	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
D.	Non-reimbursed lost wages Supporting Documentation Provided	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
E.	Non-reimbursable future lost wages Supporting Documentation Provided	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
F.	Non-reimbursable loss of earning capacity Supporting Documentation Provided	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
G.	Miscellaneous non-reimbursed/non-reimbursable economic damages Supporting Documentation Provided	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
 PART III.	 SIGNATURE UNDER PENALTY OF PERJURY		 <input type="checkbox"/>

Exhibit B¹

FEDERAL CASES THAT THE FINAL ORDER AND JUDGMENT DISMISSES

Docket #	Plaintiff Name	State	Dismissed Parties
C03-368	Aderholt, Charles	AL	Sidmak Laboratories, Inc. Pliva D.D. Sobel NV
C04-413	Alewel, Kimberly	MO	Chatterm Inc. Sidmak Laboratories, Inc. and/or Pliva, Inc.
C02-027	Ambrose, Kenneth (for the estate of Angela Ambrose)	LA	Thompson Medical Company
C01-2152	Anloine, Dorothy	LA	Chatterm, Inc.
C03-226	Anzalone, Margie	OH	Chatterm, Inc. The Delaco Company f/k/a Thompson Medical Company, Inc. Thompson Medical Company, Inc. Charles T. Noonan Sidmak Laboratories, Inc. Sobel NV Pliva Prague
C03-3068	Ashton, Joyce	LA	Chatterm, Inc.
C04-414	Baeseman, Katherine	MO	Chatterm, Inc. Sidmak Laboratories, Inc. and/or Pliva, Inc.
C03-224	Bardlett, Michelle	NV	Chatterm, Inc. Thompson Medical Company, Inc.
C03-859	Bass, John Martin	MS	Chatterm, Inc. Delaco Company f/k/a Thompson Medical Company, Inc. Sidmak Laboratories, Inc. Sobel N.Y. Pliva d.d.
C03-3291	Baynes, Velma	MS	Chatterm, Inc. Wal-Mart Stores, Inc.
C04-1140	Belt, Judy	MO	Chatterm, Inc. Signal Investment and Management

¹ This list does not included cases naming Chatterm, Inc. in which the plaintiff's date of injury is prior to December 21, 1998 because these plaintiffs are not Settlement Class Members.

			The Delaco Company Sidmak Laboratories, Inc. Sobel NV Pam Holdings, Inc. f/k/a Sobel Holdings, Inc. Pliva D.D.
C04-685	Bohnan, Letitia	AR	Chatterm, Inc. The Delaco Company Thompson Medical Company, Inc. Pliva, Inc. f/k/a Sidmak Laboratories, Inc.
C03-3125	Breite, Shirley	MO	Chatterm, Inc. The Delaco Company
C04-412	Brice, Lakisha	MO	Chatterm, Inc. The Delaco Company f/k/a Thompson Medical Company, Inc.
C03-212	Brisco, Shonda	NJ	Chatterm, Inc. Sidmak Laboratories, Inc. The Delaco Company Thompson Medical Company, Inc.
C04-084	Broadway, Estella	MS	Chatterm, Inc., (Successor in Interest to) The Delaco Co., (Successory by Merger to) Thompson Medical Company
C04-689	Broadway, Judy	AR	Chatterm, Inc. Chatterm, Inc. Consumer Products Division Chatterm Chemicals, Inc. Wal-Mart Stores, Inc.
C03-497	Brown, Philip	PA	Chatterm, Inc. The Delaco Company Thompson Medical Company, Inc. Thompson Medical
C04-686	Brown-Clark, Joanna	AR	Chatterm, Inc. The Delaco Company f/k/a Thompson Medical Company, Inc. Pliva, Inc. f/k/a Sidmak Laboratories, Inc.
C03-3468	Bryan, Louise	SC	Chatterm, Inc.
C04-399	Bullock, Eddie (Alford)	MS	Chatterm, Inc.
C04-399	Bulter, Eddie (Alford)	MS	Chatterm, Inc.
C02-1729	Cage, Gloria	LA	Chatterm, Inc.
C03-2492	Campbell, Pamaua	MS	Chatterm, Inc.
C04-783	Cannon, Jessie	MS	Chatterm, Inc.
C04-415	Carter, Kathy	MO	Chatterm, Inc.

			Sidmak Laboratories, Inc. and/or Pliva, Inc.
C04-399	Carter, Lovell (Alford)	MS	Chatterm, Inc.
C04-399	Callin, Janice (Alford)	MS	Chatterm, Inc.
C03-476	Cervas-Meyer, Katherine Anne	TX	Chatterm, Inc. Kroger Texas, L.P.
C01-1640	Clark, Shirley Ann	AL	Chatterm, Inc.
C04-399	Coachman, Victoria (Alford)	MS	The Delaco Company f/k/a Thompson Medical Company, Inc. Chatterm, Inc.
C04-1142	Cocklin, Dan C.	MS	Chatterm, Inc. The Delaco Co., f/k/a Thompson Medical Co., Inc.
C02-891	Craft, Wallace	LA	Chatterm, Inc. Thompson Medical Co., Inc.
			Chatterm, Inc. Delaco Co. f/k/a Thompson Medical Co., Inc. Sidmak Laboratories, Inc. Sobel, NY Signal Investment & Management Co. Pam Holdings, Inc. (DE) Pam Holdings, Inc. (NJ) Pliva D.D.
C01-1636	Crawford, Roy G.	AL	Chatterm, Inc. Sidmak Laboratories, Inc. Sobel NY Pliva Prague
C03-1131	Crothers, Judith E.	PA	Chatterm, Inc. Signal Investment and Management The Delaco Company Sidmark Laboratories, Inc. Sobel NY Pam Holdings, Inc. f/k/a Sobel Holdings, Inc. Pliva D.D.
C04-074	Davis, Einora	MS	Chatterm, Inc. The Delaco Company (formerly Thompson Medical Company, Inc.) Chatterm, Inc.
C04-248	Davis, Geniece M.	IN	Chatterm, Inc. The Delaco Company (formerly Thompson Medical Company, Inc.) Chatterm, Inc.
C04-785	Dawkins, Leslie (for the estate of Helen Dawkins)	MS	Chatterm, Inc. Thompson Medical Company, Inc. The Delaco Company Sav-On Drug Stores (a subsidiary of American Drug Stores, Inc.)
C02-1013	DeLucia, Mary	CA	Chatterm, Inc. Thompson Medical Company, Inc. The Delaco Company Sav-On Drug Stores (a subsidiary of American Drug Stores, Inc.)

			American Drug Stores, Inc.
C03-3115	Derigo, Thanh	MS	Chattem, Inc.
C04-399	Donald, Bryant (Alford)	MS	Chattem, Inc.
C02-1703	Draper, Grace	CA	Chattem, Inc. Thompson Medical Company, Inc. The Delaco Company
C01-1702	Drayton, Shirley J.	MS	Chattem, Inc.
EDAR C04-99	Dunn, Curtis	AR	Chattem, Inc. The Delaco Company f/k/a Thompson Medical Company, Inc. Pliva, Inc. f/k/a Sidmak Laboratories, Inc.
C04-399	England, Maggie M. (Alford)	MS	Chattem, Inc.
C04-399	England, Major Aaron (Alford)	MS	Chattem, Inc.
C04-381	Erbes, Jocelyn	MN	Chattem, Inc. Chattem, Inc. Consumer Products Division Chattem Chemicals, Inc. The Delaco Company Thompson Medical Company, Inc.
C04-399	Erwin, Irene (Alford)	MS	Chattem, Inc.
C04-399	Evans, Harvey W. (Alford)	MS	Chattem, Inc.
C03-2466	Fitzmaurice, Marilyn	AR	Chattem, Inc. The Delaco Company f/k/a Thompson Medical Company, Inc. Wal-Mart Stores, Inc.
C04-399	Fleming, David (Alford)	MS	Chattem, Inc.
C02-2021	Ford, Judith	NC	Chattem, Inc. The Delaco Company, (Successor by Merger to) Thompson Medical Company, Inc.
C02-1518	Forrest, Gail (for the estate of Charles Forrest)	FL	Chattem, Inc. The Delaco Corporation (as Successor in Interest to) Thompson Medical Company, Inc. Walgreen Co.
C04-1110	Gatlin, Lossie	MN	Chattem, Inc.
C04-399	Gatlin, Nathaniel (Alford)	MS	Chattem, Inc.
C03-1013	Gregory, Janel	NJ	Chattem, Inc. The Delaco Company Sidmak Laboratories, Inc. Sobel NV Signal Investment & Management Pam Holdings, Inc. f/k/a Sobel Holdings, Inc.

			Piliva D.D.
C01-2154	Hammond, Ernestine	LA	Chattem, Inc.
C04-868	Hammond, Wanda	DC	Chattem, Inc.
C04-399	Hannah, Linda (Alford)	MS	Chattem, Inc.
C03-3555	Harper, Ollie Mae	MS	Chattem, Inc. Thompson Medical Company, Inc. Sumrell Drug Store, Inc.
C04-153	Harris, Freddie G.	MS	Chattem, Inc. The Delaco Company Thompson Medical Company, Inc.
C04-399	Harvey, Dewitt Jr. (Alford)	MS	Chattem, Inc.
C02-1023	Heroy, Lenise	NY	Chattem, Inc.
C03-1101	Hills, Alverta	MS	Chattem, Inc. (individually and as successor in interest to) Thompson Medical Company, Inc.
C03-218	Hunt, Angela	NJ	Chattem, Inc. Sidmak Laboratories, Inc. The Delaco Company (successor by merger to Thompson Medical Company, Inc.) Thompson Medical Company, Inc.
C03-3093	Jackson, Rosie (a/k/a Rosa)	LA	Chattem, Inc.
C02-345	Jackson, Vera	LA	Chattem, Inc.
C03-3091	James, Karen	LA	Chattem, Inc.
C03-1742	Johnson, Gloria	LA	Chattem, Inc. Thompson Medical Company, Inc.
C04-1176	Johnson, Mae Willie	MS	Chattem, Inc. The Delaco Co., f/k/a Thompson Medical Co., Inc.
C04-696	Jones, Mollie	DC	Chattem, Inc.
C04-399	Jordan, Albert (Alford)	MS	Chattem, Inc.
C03-3874	Joseph, Brenda	AR	Chattem, Inc. The Delaco Company f/k/a Thompson Medical Company, Inc. Wal-Mart Stores, Inc.
C03-2156	Keller, Brenda	LA	Chattem, Inc. The Delaco Company Thompson Medical Company, Inc.
C04-1363	Kelly, Sigrett	MS	Chattem, Inc. Sidmak Laboratories, Inc. The Delaco Company
C02-2148	Lacey, Betty	LA	Chattem, Inc.

C03-362	Lampkin, Tony Ray	AL	Chattem, Inc. Sidmak Laboratories, Inc. Sobel NV Pliva D.D.
EDAR C04-99	Lankford, Jackie (Dunn)	AR	Chattem, Inc. The Delaco Company f/k/a Thompson Medical Company, Inc. Pliva, Inc. f/k/a Sidmak Laboratories, Inc.
C03-1128	Lankford, Tonni	NJ	Chattem, Inc. The Delaco Company Sidmak Laboratories, Inc. Sobel NV Signal Investment & Management Pam Holdings, Inc. f/k/a Sobel Holdings, Inc. Pliva D.D.
C03-1439	Lea, Angela	TX	Chattem, Inc. The Delaco Company f/k/a Thompson Medical Company, Inc. Walgreens Company H.E. Butt Grocery Company d/b/a HEB
C02-2018	Lee, Karen	LA	Chattem, Inc. The Delaco Co. (Successor by merger into) Thompson Medical Co., Inc.
C04-1357	Lewis, Sally	FL	Chattem, Inc. The Delaco Company Sidmak Laboratories, Inc. Walgreen Company
C04-399	Lilly, Robert (Alford)	MS	Chattem, Inc.
C03-3809	Lott, Alisa	MS	Chattem, Inc.
C03-3055	Mack, Willie Mae	MS	Chattem, Inc.
C04-399	Marshall, Odell (Alford)	MS	Chattem, Inc.
C04-399	Mayfield, Mary (Alford)	MS	Chattem, Inc.
C03-3455	McCook, Edith	AL	Chattem, Inc. Delaco Company (f/k/a Thompson Medical Co.)
C02-352	McCray, Justine	LA	Chattem, Inc.
C03-215	McKinley, Tanya	NJ	Chattem, Inc. Sidmak Laboratories, Inc. The Delaco Company (successor by merger to Thompson Medical Company, Inc.) Thompson Medical Company

C04-546	McLemore (Weaver), Eva	MO	Chattem, Inc. Schnuck Markets, Inc.
C03-3024	Miles, Debbie	MS	Chattem, Inc.
C03-3480	Miller, Daffney	AL	Chattem, Inc. Delaco Company (f/k/a Thompson Medical Co.)
C03-1745	Miller, Ida	LA	Chattem, Inc. Delaco Company, (successory by merger to) Thompson Medical Company, Inc.
C02-342	Miller, James Brandon	CA	Chattem, Inc. Thompson Medical Company, Inc.
C02-817	Miller, Veronica Ann	TX	Chattem, Inc. Thompson Medical Company, Inc. Delaco Company (as successor by merger to Thompson Medical Company, Inc.)
C04-399	Mitchell, Catherine (Alford)	MS	Chattem, Inc. Sidmak Laboratories, Inc. Sobel, N.Y. Signal Investment & Management Co. Pam Holdings, Inc. (DE) Pam Holdings, Inc. (NJ) Pivaa D.D.
C03-2485	Mitchell, Dorothy	MS	Chattem, Inc. The Delaco Company f/k/a Thompson Medical Company, Inc.
C04-1172	Monk, Bobbie Gerette	MS	Chattem, Inc. The Delaco Company f/k/a Thompson Medical Company, Inc.
C03-2506	Moody, Carol	TX	Chattem, Inc. The Delaco Company f/k/a Thompson Medical Company, Inc. H.E. Butt Grocery Company d/b/a HEB
C03-2857	Moore, Tanya Rae	NB	Chattem, Inc. Signal Investment & Management Pam Holdings, Inc. f/k/a Sobel Holdings, Inc. Pivaa D.D. The Delaco Company Sidmak Laboratories, Inc. Sobel NV
C04-399	Murphy, Billy (Alford)	MS	Chattem, Inc.
C02-2589	Nail, Richard	AL	Chattem, Inc. The Delaco Company (f/k/a Thompson Medical Company, Inc.)
C03-3553	Owens, Lisa Yolanda	MS	Chattem, Inc. Thompson Medical Company, Inc. Medisave d/b/a Super Discount Drugs, Inc.

C03-3027	Owens, Willetta	MS	Chattem, Inc.
C03-2845	Pagel, Mary Lorraine	FL	Chattem, Inc. The Delaco Company Sidmak Laboratories
C02-755	Park, Jon	CA	Chattem, Inc. Thompson Medical Company, Inc. The Delaco Company
C04-991	Pitt, Viola L.	MO	Chattem, Inc. The Delaco Company f/k/a Thompson Medical Company, Inc. Pliva, Inc. f/k/a Sidmak Laboratories, Inc.
C04-700	Pringle, Betty F.	DC	Chattem, Inc. The Delaco Company f/k/a Thompson Medical Company, Inc. Pliva, Inc. f/k/a Sidmak Laboratories, Inc.
C04-399	Raby, Mittie (Alford)	MS	Chattem, Inc.
C03-3056	Rahey, Betty	MS	Chattem, Inc.
C04-399	Reddick, Rufus (Alford)	MS	Chattem, Inc.
C03-1726	Reinringer, Billie	LA	Chattem, Inc. Delaco Company (successor by merger to) Thompson Medical Company
C04-399	Riley, Larry (Alford)	MS	Chattem, Inc.
C04-399	Rodgers, Voncille (Alford)	MS	Chattem, Inc.
C04-1363	Rominger, Barbara	MS	Chattem, Inc. Sidmak Laboratories, Inc. The Delaco Company
C02-509	Romo, Cheryl	CA	Chattem, Inc.
C03-2317	Rosebud, Delores	AL	Chattem, Inc. The Delaco Company
C03-587	Rouse, Lori	AR	Chattem, Inc.
C04-399	Rowell, Era (Alford)	MS	Chattem, Inc.
C04-399	Royster, Winnie (Lucindy Ruthledge) (Alford)	MS	Chattem, Inc.
C04-879	Russell, Tracy	MO	Chattem, Inc. The Delaco Company f/k/a Thompson Medical Company, Inc. Pliva, Inc. f/k/a Sidmak Laboratories, Inc.
C02-1012	Salazar, Louis	CA	Chattem, Inc. Thompson medical Company, Inc. Sav-On Drug Stores American Drug Stores Inc. a/k/a Albertson's

			Sidmak Laboratories, Inc.
C03-3551	Sangster, Carolyn	MS	Chattam, Inc.
C04-399	Sawyer, William (Alford)	MS	Thompson Medical Company, Inc. Wal-Mart, Inc. d/b/a Wal-Mart Store
C04-092	Saxon, Annie	SC	Chattam, Inc.
C03-589	Schaal, Marilyn	AR	Chattam, Inc. Revco Discount Drug Centers, Inc.
C03-860	Shandy, Bo Drax	MS	Chattam, Inc. Eckerd Corporation d/b/a Eckerd Drugs
C03-1101	Shealey, Curley	MS	Chattam, Inc. Thompson Medical Company, Inc.
C03-3879	Slerner, Timi	MO	Chattam, Inc. The Delaco Company f/k/a Thompson Medical Company, Inc. Schnuck Markets, Inc.
C01-2144	Simmons, Deloris	MD	Chattam, Inc. The Delaco Company f/k/a Thompson Medical Company, Inc. Pliva, Inc. f/k/a Sidmak Laboratories, Inc.
C01-1882	Smith, Almer Gynn	TX	Chattam, Inc.
C04-399	Smith, Bobby (Alford)	MS	Chattam, Inc.
8:04 CV-88 EAJ (Middle District, Tampa Division)	Sosebee, Charlotte	FL	Chattam, Inc. The Delaco Company Sidmak Laboratories, Inc. Sobel NV Signal Investment and Management Pam Holdings, Inc. (f/k/a) Sobel Holdings, Inc. Pliva D.D.
C02-910	Sparks, Jessie	LA	Chattam, Inc.
C03-1121	Sparks, Sue	NJ	Chattam, Inc. The Delaco Company Sidmak Laboratories, Inc. Sobel NV Signal Investment & Management Co. Pam Holdings, Inc. f/k/a Sobel Holdings, Inc. Pliva D.D.
C04-399	Starks, Elaine (Alford)	MS	Chattam, Inc.
C03-2492	Street, Hal	MS	Chattam, Inc.

C01-2138	Strickley, Judith F.	KY	Chattam, Inc.
			Chattam, Inc. The Delaco Co. (f/k/a Thompson Medical Company, Inc.) Sidmak Laboratories, Inc.
C02-2625	Tanner, Alma	TX	Sobel, NV Signal Investment & Management Co. Pam Holdings, Inc. (DE) Pam Holdings, Inc. (NJ) Plivaa D.D.
C04-399	Taylor, Willie (Alford)	MS	Chattam, Inc.
C04-380	Teixeira, Linda	MN	Chattam, Inc. Chattam, Inc. Consumer Products Division Chattam Chemicals, Inc. The Delaco Company Thompson Medical Company, Inc.
C03-3284	Thomas, Dorothy	MS	Chattam, Inc.
C04-396	Thomas, Dorothyette (for the estate of Linda Marie Jones)	MS	Chattam, Inc. The Delaco Co. (f/k/a) Thompson Medical Co., Inc.
C04-399	Thomas, Inell (Alford)	MS	Chattam, Inc.
C04-399	Thomas, Robert (Alford)	MS	Chattam, Inc.
C04-134	Thompson, Brenda	AL	Chattam, Inc. The Delaco Company Sidmak Laboratories, Inc. Sobel, NV Signal Investment and Management Pam Holdings, Inc. f/k/a Sobel Holdings, Inc. Plivaa D.D.
C01-2162	Thompson, Karen	LA	Chattam, Inc.
C04-1082	Thompson, Nathaniel W.	MS	Chattam, Inc.
C04-399	Thurmond, Rosie (Alford)	MS	Chattam, Inc.
WDAR C04-100	Tolbert, Larry	AR	Chattam, Inc. The Delaco Company (f/k/a Thompson Medical Company, Inc.) Pliva, Inc. (f/k/a Sidmak Laboratories, Inc.)
C03-2505	Trevino, Zulema	TX	Chattam, Inc. The Delaco Company f/k/a Thompson Medical Company, Inc. H.E. Butt Grocery Company d/b/a HEB
C04-399	Tyson, Della (Alford)	MS	Chattam, Inc.

C04-546	Walker, Benito	MO	Chatterm, Inc. Schnuck Markets, Inc.
C02-2268	Warhul, Lillian	GA	Chatterm, Inc. The Delaco Corporation, Successor in Interest to Thompson Medical Company, Inc. Thompson Medical Company, Inc.
C04-405	Waterman-Reynolds, Joyce	AR	Chatterm, Inc. Chatterm, Inc. Consumer Products Division Chatterm Chemicals, Inc. Wal-Mart Stores, Inc. The Delaco Company (f/k/a Thompson Medical Company, Inc.)
C04-399	Watson, Myrtle (Lilly Cunningham) (Alford)	MS	Chatterm, Inc.
C04-840	Whitehorn, Jonell	MO	Chatterm, Inc. The Delaco Company f/k/a Thompson medical Sidmak Laboratories, Inc. Schnuck Supermarkets, Inc. (a/k/a Schnucks, Inc., a/k/a Schnuck Holding Company a/k/a Schnucks Food & Drugs) d/b/a Schnucks
C04-399	Whitehurst, Mary (Alford)	MS	Chatterm, Inc.
C02-537	Woodward, Ethen	KY	Chatterm, Inc. The Delaco Company f/k/a Thompson Medical Company, Inc. Sidmak Laboratories, Inc. Sobel, NY Signal Investment & Management Co. Palm Holdings, Inc. (DE) Pivaa D.D.
C03-1737	Young, Charlotte	LA	Chatterm, Inc. Thompson Medical Company, Inc. The Delaco Company
C04-399	Young, Cynthia (Alford)	MS	Chatterm, Inc.
C04-399	Young, Reginald (Alford)	MS	Chatterm, Inc.

Exhibit C

CLASS MEMBERS ELIGIBLE TO PARTICIPATE IN SETTLEMENT PROCESS

Docket # (If any)	Class Claim #	Name	Resident State
	889	Alcom, Kenneth	TX
	438	Aleem, Saleem	CA
C04-413	219	Alewel, Kimberly	MO
	743	Alexander, Melinda	AL
C02-027	360	Ambrose, Angela	LA
	476	Ames, Betty	AZ
PA	13	Anen, George	VA
C01-2152	21	Antoine, Dorothy	LA
C03-226	121	Anzalone, Margie	OH
	827	Aragon, Suzanne	UT
C03-3098	129	Ashton, Joyce	MD
	952	Austin, Bertha	AL
	341	Baduske, William	NJ
C04-414	217	Baeseman, Katherine	MO
	1024	Baker, Shannon	TX
	1023	Bal, Gurpreet	CA
LA	29	Bardales, Andres	LA
C03-224	141	Bardlett, Michelle	NV
	682	Barrett, Charlotte	CA
	620	Baskerville, Ruth	AL
C03-859	157	Bass, John Martin	MS
C03-3291	181	Baynes, Velma	MS
	891	Beil, Earlean	TN
C04-1140	291	Belt, Judy	MO
	1041	Bequillard, Aldena	FL
	993	Bilingsley, Mia	AZ
	934	Bishop, Lynn	TN
	1004	Bixler, Yvonne	TX
NJ	105	Blackledge, Darlene	AZ
	484	Blakely, Sharon	MO
	877	Bodaj, Victoria	FL
	1014	Bolda, Lisa	TX
	1035	Bowe, George	MO
	348	Braxton, Aaron	CA
	1021	Breeswine, Garry	NM
C03-3125	207	Brette, Shirley	MO
C04-412	235	Brice, Lakisha	MO
C03-212	145	Brisco, Shonda	TX
C04-084	285	Broadway, Estella	MS
C04-889	470	Broadway, Judy	TX
NJ	17	Brown, Anna	NJ

PA	113	Brown, Philip	PA
	700	Brown, Rickey	KS
	1046	Brown, Vickie	IA
C03-3468	203	Bryan, Louise	SC
	445	Burton, William	CA
NJ	109	Busby, Angela	OK
C02-1729	63	Cage, Gloria	LA
LA	61	Cain, Kenneth	LA
	640	Caldwell, Kimmerly	SC
	1036	Caley, Melinda	MO
C04-783	461	Cannon, Jessie	AL
	995	Carey, Tamm	MI
	911	Carlson, Starlett	AL
C04-415	215	Carter, Kathy	MO
	602	Castello, Melvin	CA
	697	Causey, Virgie	MS
C03-476	125	Cervas-Meyer, Katherine	TX
	818	Christopher, Jose Raul	FL
	936	Clark, Edward	UT
	577	Clark, Patricia	MS
	1028	Clark, Phyllis	FL
C01-1640	7	Clark, Shirley	AL
	419	Clegg, Sharon	IN
C04-1142	277	Cockin, Dan	MS
	722	Coger, Essie	IL
	996	Cole, Janet	CA
	954	Coleman, Alvetre	CA
	939	Coleman, Earl	CA
	799	Collazo, Mildred	FL
NJ	149	Collins, Cherise	NM
	1027	Collins, Victoria	FL
	888	Conner, Donna	NC
	997	Cook, James	FL
	994	Cooley, Sharde	CA
	981	Copeland, Harry	MD
	332	Cordick, William	AZ
	1047	Cotey, Stephen Ray	FL
C02-891	27	Craft, Wallace	LA
	1003	Crawford, Beverly	CA
C01-1636	9	Crawford, Roy	KS
C03-1131	169	Crothers, Judith	PA
	632	Curlis, Cheryl	IL
	324	Daranyi, Peter	CA
	948	Darensbourg, Percy	CA
	1030	Daunt, Sharon	KY
	661	David, Sandra	FL
C04-074	225	Davis, Elnora	MS
	1029	Davis, Etrenda	FL

C04-248	459	Davis, Geniece	IL
C04-785	247	Dawkins, Leslie	AL
	710	Delgado, Beverly	OK
C02-1013	53	DeLucia, Mary	CA
	1037	Dennis, Joseph	MN
	745	Dent, Lorann	GA
C03-3115	433	Derigo, Thanh	FL
	1040	Dixon, Leasha	APO, AE
	987	Dixon, Tasha	CA
C02-1703	41	Draper, Grace	CA
C01-1702	15	Drayton, Shirley	MS
	973	Dunivant, Patsy	AL
	448	Ellenburg, Joyce	MO
	727	Elliot, Tom	PA
NJ	127	Esquerre, Gloria	VA
	609	Etheridge, Minnie	AL
	829	Etheridge, Sophie	AL
	976	Evans, Henry	CA
	992	Evans, Minnie	CA
PA	75	Evans, Regina	PA
	979	Evans, Sharon	MI
	836	Evans, Stephanie	CA
	421	Ewing, Connie	IL
	868	Ewing, Patricia	IL
	873	Farmer, Mary	AL
	988	Field, Brent	OR
	951	Fielder, Thelma	CA
	978	Finley, Christopher	CA
C03-2486	432	Fitzmaurice, Marilyn	AR
	541	Flowers, Ann	CA
C02-2021	81	Ford, Judith	NC
C02-1518	71	Forrest, Charles	FL
NJ	83	Forrest, Patsy	TN
	847	Fox, Elaine	FL
TX	143	Frances, Mary	TX
	456	Freeman, Alexzander	CA
	846	Gambrel, Edith	IN
	349	Garrett, Donald	TX
	351	Gatwood, Helen	CA
	949	Gearon, James	IL
	985	Gilmore, Willie	CA
	352	Glasper, Andrea	CA
	350	Glasper, Jack Thomas	CA
	343	Glasper, Robert	CA
	398	Glasper, Roy Lee	CA
	1020	Grantz, Patricia	KS
	977	Grathwohl, Carla	ME
	843	Green, Bobby	AR

C03-1013	491	Gregory, Janet	FL
	659	Guidry, Cassandra	LA
	867	Hall, Robin	CA
	397	Hall, Valerie	CA
C01-2154	19	Hammond, Ernestine	LA
C04-868	275	Hammond, Wanda	MS
	884	Hardy, Karlen	TX
NV	3	Harper, Charles	NV
C03-3555	427	Harper, Ollie	MS
FL	289	Harris, Billie	FL
C04-153	281	Harris, Freddie	MS
	999	Hash, Robert	VA
	1016	Hawkins, Brigitte	MI
	778	Henderson, Rodney	CA
	929	Henley, Suemeko	MS
C02-1023	89	Heroy, Lenise	NY
	924	Hike, Connie	GA
PA	87	Hill, Lenrea Moss	NC
	1026	Hill, Ophelia	FL
	764	Hodges, Nancy	NC
	881	Holloway, Delphine	AL
NJ	155	Honeyblue, Danza	NJ
	1009	Houston, Eddie	CA
	413	Houston, Robert	CA
C03-218	139	Hunt, Angela	IN
	695	Ivery, Rachel	GA
C03-3093	425	Jackson, Rosie	LA
C03-3091	103	James, Karen	LA
	850	Jenkins, Etta	CA
	984	Johnson, Alice	CA
	926	Johnson, Dovine	CA
	918	Johnson, Ed	FL
	774	Johnson, Fred	MO
	409	Johnson, Fred C.	FL
C03-1742	39	Johnson, Gloria	LA
C04-1176	279	Johnson, Mae Willie	MS
LA	67	Johnson, Noreen	LA
	559	Johnson, Terry	CA
	788	Jones, Barbara	FL
	231	Jones, Linda	MS
C04-896	282	Jones, Mollie	VA
	982	Jones, Yolanda	CA
C03-3874	431	Joseph, Brenda	AR
	816	Kelly, Antoinette	IL
	767	Kelly, Georgia	IL
	963	Kelly, Larry	IL
	736	Kelly, Teresa	OH
	452	Kirby, Donald	OH

	786	Knox, Curtis	CA
	637	Lance, Paul	OH
	622	Lanford, Hugh	SC
C03-1128	153	Lankford, Tonni Yolinda	TX
	920	Lano, Mike	CA
	628	Larson, Stephen	OR
C03-1439	123	Lea, Angela	TX
	931	Leaks, Jeffery	CA
	475	Leeny, Sharon	AZ
TX	115	Lemon, Sharon	TX
	408	Lewis, Bryant	MD
	900	Lewis, Elmer	CA
	946	Lewis, Patrice	GA
C04-1357	293	Lewis, Salty	FL
	1038	Ley, Diane	MO
	698	Little, John	MO
	863	Long, Pamela	CA
	890	Love, Angela	IL
TX	5	Lowry, Delbert	TX
	733	Luttrell, Nancy	TN
	783	Lyons, Cameron	CA
	842	Machado, Antonio	CA
C03-3055	434	Mack, Willie Mae	MS
	790	Mansour, Laurie	OK
PA	47	Mapp-Grier, Theresa Bernice (Anne Maxwell)	PA
	391	Marquez, Laura Jane	CA
	908	Marshall, Douglas	NY
	820	Martin, Anne	MA
	855	Martinez, Judy	MN
PA	93	Mattison, Michael	NE
	1034	Mayberry, Linda	LA
	794	Mayweather, Bobby	LA
	758	McCall, Hermine	LA
C03-3455	99	McCook, Edith	AL
	980	McCormick, Dleshawn	CA
C02-352	386	McCray, Justine	LA
	947	McCrea, Phyllis	CA
	687	McCuller, Janice	TX
	957	McGriff, Andre	FL
C03-215	133	McKinley, Tanya	CO
	714	McKinney, Steve	LA
C04-546	455	McLemore (Weaver), Eva	MO
	941	Menard, Mauro	NY
	825	Miles, Earnest	TX
C03-3480	423	Miller, Daffney	AL
C02-342	25	Miller, James Brandon	CA
	394	Miller, Ora	TX
C02-917	69	Miller, Veronica	TX

	399	Mills, Richard	MI
	974	Mitchell, Dorothy	MS
	846	Molina, Mary	CA
	631	Monroe, Tonsa	LA
C03-2506	430	Moody, Carol	TX
C03-2857	211	Moore, Tanya	NE
	728	Morton, George	PA
	691	Muldraw, Sharon	CA
C02-2589	89	Nall, Richard	AL
	717	Namanny, Ronald	TN
	942	Nelson, Kenneth	IL
	1000	Netterville, Melania	MS
	914	Nettles, Garyon	CA
	585	Neville, Edmond	NY
	623	Neyer, Claudia	IL
	945	Nolah, Christopher	IL
	850	Norris, Avis	NY
	755	O'Quinn, Barbara	IL
C03-3553	159	Owens, Lisa	MS
C03-3027	435	Owens, Willetta	CA
C03-2845	194	Pagel, Mary	FL
	1039	Paluch, Dale	MO
C02-755	55	Park, Jon	CA
PA	492	Parker, Stacy	NV
	955	Parrish, Arnesha	CA
PA	77	Pastella, Judith	PA
	1005	Patin, Augusta	LA
	983	Patterson, Joseph	MI
	715	Peer, Galvester	WI
	720	Pindle, Davont	PA
	753	Polk, Bertha	MO
	582	Prescott, Clifford	VA
	1008	Price, Maurice	CA
NY	95	Privitera, Kathleen	NY
	1001	Przystup, Christopher	MI
	707	Pycior, Mary	IL
	771	Quiroga, Poncian	IN
C03-3056	182	Rainey, Betty	MS
	726	Reed, Christopher	CA
	893	Reichbart, Marc	FL
	617	Randa, Evon	PA
	898	Reynolds, Terry	WA
	906	Richardson, Donald	TX
	410	Richmond, Cecelia	IL
FL	283	Ricketts, Florence	FL
	331	Rider, Dale	IL
	731	Roberson, Larry	TX
	897	Robertson, John	CA

CA	493	Rodriguez, Marivel	CA
	1017	Rogers, Maggie	SD
C04-1383	296	Rominger, Barbara	MS
C02-509	369	Romo, Cheryl	CA
	792	Rorie, Timothy	NC
C03-2317	119	Rosebud, Delores	AL
C03-587	135	Rouse, Lori	AR
	944	Rouse, Ronald	OR
	964	Rudnick, Neal	IA
	393	Salami, J. L.	TX
C02-1012	51	Salazar, Louis	CA
	323	Saller, Caroline	MD
NJ	131	Sanders, Erika	LA
C03-3551	161	Sangster, Carolyn	MS
	913	Sapp, Shamont	PA
C04-092	201	Saxon, Annie	SC
	845	Scales, Billy	AR
C03-589	137	Schaal, Marilyn	AR
	791	Sell, Lydia	TX
	679	Senty-Haugen, Arthur	MN
	586	Serrall, Rene	CA
	789	Sexton, Carole	AR
C03-860	165	Shandy, Bo Drax	TX
C03-3879	192	Siamer, Timi	MO
	956	Singleton, Marnette	AR
	619	Siravo, Nicholas	PA
	585	Sloan, Tyrone	CA
C01-1882	11	Smith, Almer	TX
	975	Smith, Carl	CA
	960	Smith, Gregory	CA
	756	Smith, Jennifer	IL
	729	Smith, Phillip	AZ
	642	Smith, Richard	NY
	678	Sorina, Barbara	LA
	734	Sorth, Christopher	MO
	923	Sosa, Rosemarie	FL
FL	471	Sosebee, Charlotte	GA
C02-910	45	Sparks, Jessie	LA
C03-1121	163	Sparks, Sue	AL
		Spaulbing, Kristal	
	1007	Stallworth, Alma	MI
	986	Stallworth, Jerome	MI
	938	Stallworth, Wayne	CA
CA	49	Stanton, Melinda	CA
FL	196	Stemen, Joan	FL
	787	Stephens, Joseph	AR
NJ	151	Sterling, Vanessa	AL
	822	Stevens, Wendelyn	NY

	688	Stewart, Betty	MS
	937	Stewart, Thomas	TX
	316	Stoglin, Gloria	TX
	797	Stratton, Angrea	AL
C01-2138	31	Strickley, Judith	KY
	320	Stuebner, George	IL
	896	Swain, Rebecca	NM
FL	269	Swistack, Edward	FL
C02-2625	107	Tanner, Alma	TX
	1019	Taylor, Rudy	CA
	615	Taylor-Parrish, Shirley	TN
	701	Thomas, John	IL
C04-134	458	Thompson, Brenda	AL
C01-2162	23	Thompson, Karen	LA
	732	Tidik, Brad	MI
C03-2505	117	Trevino, Zulema	TX
	998	Tuggle, Ebony	MI
	1002	Tuggle, Jessica	MI
	1015	Tuggle, Marilyn	MI
	961	VanHalen, Heiko	OR
	321	Vascellaro, Salvatore	NY
	584	Villa-Powell, Tammy	IL
C04-546	237	Walker, Benito	MO
	538	Walters, John	AL
C02-2268	85	Warhol, Lillian	GA
	1025	Washington, Irene	CA
	874	Washington, Sharene	CA
	598	Washington, Shirley	DC
C04-405	1022	Waterman-Reynolds, Joyce	AR
	965	Weatherford, James	CA
	723	Weatherford, Marsha	CA
	628	Welch, Brenda	MI
	800	Wells, Kevin	TN
	1010	Wheatley, Charles	FL
C04-840	221	Whitehorn, Jonell	AL
	770	Whitten, Raymond	CA
	972	Wiley, Mose	AR
	562	Williams, Cheryl	FL
	610	Wilson, Irma	AL
	910	Wilson, Roy	FL
	696	Wofford, LaVerne	KS
C02-537	33	Woodward, Ethen	KY
	725	Yarrell, Dennis	NC
C03-1737	167	Young, Charlotte	LA
NY	147	Zarkin, Cheryl	NY

INELIGIBLE CLAIM FORMS RECEIVED (DOI prior to 12/21/98)

DOI	LAST NAME	MDL Docket #
10/10/98	BaCote, Marion Jermaine	
7/12/98	Bennett, LaVeda Michelle	
4/3/97	Brodsky, Jennifer L.	
8/19/94	Chapman, Oakley M.	C02-798
1990	Compton, Thomas Henry	
1997	Dosunmu, Delores Jenkins	
1993	Frost, Betty Ann	
7/15/94	Khan, Penelope Phyllis	
5/98	Lawrence, Jerry	
8/12/98	Lewis, Flora Moore	
7/96	Murrie, Elodie	
1994	Payl, Sarah R.	
1994	Rollins, Betty J.	C02-1735
1996	Salinas, Peter	
1986	Schultz, Nerissa Regina	
7/97	Slaughter, Michael Eugene	
11/19/97	Stocum, Anthony	C02-555
1997	Smith, Lindsey Winningham	
1/30/98	Thomas, Wanda J.	
6/97	Tormey, Joyce Runge	
7/98	Ulibarri, Peter Louis	
11/4/98	Walker, Barbara Renee	

Exhibit D

OPT-OUTS

NAME	DOCKET #
Barrientez, Rose	
Bell, Glyna	C04-1137
Bryant, Rose	
Geldon, Lisa	MN #04-2647
George, Amy	C04-993
Glover, John E.	
Haux, Rhonda L.	
Lester, Susan	
Malcolm, Donnie	
Robertl, Kathleen	
Sherbak, Michael	
Swartz, Ellen	
Vollmar, John	MN # 04-2648
Williams, Philandew	C03-2059
Young, Jacquelyn	

The following people sent opt-out letters, but have dates of injury prior to December 21, 1998

DOI	NAME	DOCKET #
12/97	Goleman, Peggy	C04-1130
9/2/95	Mitchell, Regina	C04-1116
10/98	Montgomery, Rebecca	C04-1119
1/8/91	Powers, Joy	C04-1122
4/17/95	Reeves, Carla	C04-1123